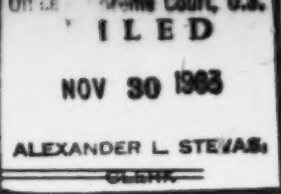


**83-910**

No. \_\_\_\_\_



IN THE

**Supreme Court of the United States**

\_\_\_\_\_  
October Term, 1983  
\_\_\_\_\_

GENERAL TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS, LOCAL 249,  
*Petitioner,*

vs.

PENNSYLVANIA TRUCK LINES,  
*Respondent.*

\_\_\_\_\_  
**PETITION FOR A WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS FOR  
THE THIRD CIRCUIT AND APPENDICES**  
\_\_\_\_\_

ERNEST B. ORSATTI  
JUBELIRER, PASS & INTRIERI, P.C.  
219 Fort Pitt Boulevard  
Pittsburgh, Pennsylvania 15222  
(412) 281-3850  
*Attorneys for Petitioner*  
*Teamsters Local 249*

**DATED: November 30, 1983.**

### **Questions Presented**

I. Whether the decision of the Third Circuit is proper insofar as it affirms the District Court's use of testimony from an *ex parte* hearing to issue an injunction under the Norris-LaGuardia Act.

II. Whether the decision of the Third Circuit is in conflict with this Court's holding in *Buffalo Forge Co. v. United Steelworkers of America, AFL-CIO*, 428 U.S. 397 (1976).

a. Whether a trial court can, upon initial application by a party, issue a Boys Markets injunction when it is presented with a conflict between a no-strike clause and an express exemption from a no-strike clause relative to the question of what it was the work stoppage was "over."

b. Whether a trial court can, upon initial application by a party, issue a Boys Markets injunction when it is presented with a conflict between a no-strike clause and an issue of contract termination relative to the question of what it was the work stoppage was "over."



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IN THE  
**Supreme Court of the United States**

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October Term, 1983

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No. \_\_\_\_\_

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**GENERAL TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS, LOCAL 249,**  
*Petitioner,*

vs.

**PENNSYLVANIA TRUCK LINES,**  
*Respondent.*

---

**PETITION FOR A WRIT OF CERTIORARI TO  
THE UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT AND APPENDICES**

General Teamsters, Chauffeurs and Helpers Local Union No. 249, associated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, prays that a Writ of Certiorari issue to review the decision of the United States Court of Appeals for the Third Circuit, a petition for rehearing on that case being denied on September 9, 1983, in which the Third Circuit affirmed the decision of the United States District Court for the Western District of Pennsylvania, made November 19, 1982, which granted Respondent's request for a permanent injunction.



### Opinions Below

On September 9, 1983, the United States Court of Appeals for the Third Circuit denied the present petitioner's request for a rehearing. Appendix "A". Petitioner herein had requested a rehearing from the Third Circuit's Judgment Order dated August 12, 1983. Appendix "B". The Judgment Order was issued without an opinion. The Third Circuit's Opinion, No. 82-5789, affirmed the decision of the Federal District Court for the Western District of Pennsylvania, C.A. No. 82-1326 (W.D. Pa. Nov. 19, 1982). Appendix "C".

### Jurisdiction

On September 9, 1983, the United States Court of Appeals for the Third Circuit denied the petitioner's request for a rehearing in No. 82-5789. Jurisdiction for certiorari in this Court is invoked pursuant to 28 U.S.C. §1254(1).

### Statutes Involved

Act of March 23, 1932, C.90 §7, 47 Stat. 71, 29 U.S.C. §107:

"No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute, as herein defined, except after hearing the testimony of witnesses in open court (with opportunity for cross-examination) in support of the allegations of a complaint made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the court, to the effect—

(a) That unlawful acts have been threatened and will be committed unless restrained or have been committed and will be continued unless restrained,

but no injunction or temporary restraining order shall be issued on account of any threat or unlawful act excepting against the person or persons, association, or organization making the threat or committing the unlawful act or actually authorizing or ratifying the same after actual knowledge thereof;

(b) That substantial and irreparable injury to complainant's property will follow;

(c) That as to each item of relief granted greater injury will be inflicted upon complainant by the denial of relief than will be inflicted upon defendants by the granting of relief;

(d) That complainant has no adequate remedy at law; and

(e) That the public officers charged with the duty to protect complainant's property are unable or unwilling to furnish adequate protection.

Such hearing shall be held after due and personal notice thereof has been given, in such manner as the court shall direct, to all known persons against whom relief is sought, and also to the chief of those public officials of the county and city within which the unlawful acts have been threatened or committed charged with the duty to protect complainant's property: Provided, however, That if a complainant shall also allege that, unless a temporary restraining order shall be issued without notice, a substantial and irreparable injury to complainant's property will be unavoidable, such a temporary restraining order may be issued upon testimony under oath, sufficient, if sustained, to justify the court in issuing a temporary injunction upon a hearing after notice. Such a temporary restraining order shall be effective for no longer than five days and shall become void at the expiration of said five days. No temporary



restraining order or temporary injunction shall be issued except on condition that complainant shall first file an undertaking with adequate security in an amount to be fixed by the court sufficient to recompense those enjoined for any loss, expense, or damage caused by the improvident or erroneous issuance of such order or injunction, including all reasonable costs (together with a reasonable attorney's fee) and expense of defense against the order or against the granting of any injunctive relief sought in the same proceeding and subsequently denied by the court.

The undertaking herein mentioned shall be understood to signify an agreement entered into by the complainant and the surety upon which a decree may be rendered in the same suit or proceeding against said complainant and surety, upon a hearing to assess damages of which hearing complainant and surety shall have reasonable notice, the said complainant and surety submitting themselves to the jurisdiction of the court for that purpose. But nothing herein contained shall deprive any party having a claim or cause of action under or upon such undertaking from electing to pursue his ordinary remedy by suit at law or in equity."

Act of June 23, 1947, C. 120, Title III, §301(a), 61 Stat. 156, *as amended*, 29 U.S.C. §185(a):

"(a) Venue, amount, and citizenship. Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

**Statement of the Case and the Facts Material  
to the Consideration of the Question  
Presented Herein**

**a. Statement of the Case**

Respondent, Pennsylvania Truck Lines, Inc. (hereinafter referred to as "PTL"), filed the instant action in the United States District Court for the Western District of Pennsylvania against Appellants, General Teamsters, Chauffeurs & Helpers, Local Union No. 249, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as "Local 249" or "Union"), under Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185, seeking enforcement of a collective bargaining agreement (hereinafter referred to as "Agreement"), and requesting both injunctive relief and damages.

On July 9, 1982, at an *ex parte* hearing before the Honorable Alan N. Bloch, Federal District Judge for the Western District of Pennsylvania, PTL petitioned for and was granted a temporary restraining order. Jurisdiction was based upon §301(a) of the Labor-Management Relations Act, as amended, 29 U.S.C. §185. The case was docketed at Civil Action No. 82-1326. Subsequently, on November 19, 1982, upon PTL's request for a preliminary or permanent injunction, Judge Bloch issued Findings of Fact, Conclusions of Law and a Judgment Order for a permanent injunction. On November 30, 1982, Judge Bloch denied a motion filed by PTL requesting that the District Court enter a judgment for damages based on the Judgment Order of November 19, 1982. Judge Bloch ordered that the matter of damages be settled by arbitration.

Local 249 filed an appeal from the Judgment Order of November 19, 1982, to the United States Court of Appeals for the Third Circuit. This appeal was docketed at No. 82-5789. PTL filed an appeal from the District Court's denial of its motion to include damages in the Order for an injunction of November 19, 1982, to the United States Court of Appeals for the Third Circuit. PTL's appeal was docketed at No. 82-5826. On August 12, 1983, the Third Circuit denied both appeals and affirmed the Orders of Judge Bloch. On September 8, 1982, and September 9, 1982, the Third Circuit denied motions, of PTL and Local 249, respectively, for rehearing. This Petition for a Writ of Certiorari from the Judgment Order of the Third Circuit of case No. 82-5789 (Appeal of the Union) is now respectfully submitted.

#### b. Facts

PTL, a corporation organized under the laws of Pennsylvania, is engaged in interstate transportation and has a place of operation in Pittsburgh, Pennsylvania. The Union, Local 249, is a labor organization and collective bargaining agent for the drivers employed by PTL. Throughout the United States, many Teamster locals and many trucking employer concerns are signatories to a national collective bargaining agreement called the National Master Freight Agreement ("NMFA"). The NMFA, by its terms (Article 2), allows the contracting parties to enter into Supplemental Agreements. The Supplemental Agreements usually involve a collective agreement between an employers association and a number of Teamster locals in one geographical area (organized into "Joint Councils"). The contracting parties of a supplemental agreement are, by definition, also signatory parties to the NMFA. At the

same time, however, the existence of a labor agreement between a Teamster local and an employer trucking concern does not always mean that the labor agreement exists by virtue of the NMFA. For example, if the employer is not a member of an employer association which is a signatory to the NMFA, its labor agreement necessarily is not a contract which has legal effect due to the NMFA. PTL is not a member of any employer association which is a signatory to either the NMFA or to the Supplemental Agreement which covers the geographical area in which Local 249 is located.

The Agreement between Local 249 and PTL was a labor contract which was negotiated independently of the negotiation process which resulted in the NMFA. Thus, despite extrinsic circumstances, i.e., the fact that many trucking companies and their employees are specific parties to the NMFA, the Agreement between PTL and Local 249 exists as an independent labor contract between one employer and one labor organization. The parties to the Agreement did choose, as may be expected, to incorporate by reference many of the terms of the NMFA and the regional Supplemental Agreement (Teamsters Joint Council No. 40). In this manner, much of the litigation in this action was over language that is found in the NMFA and which was incorporated into the Agreement.

By letter dated October 2, 1981, Local 249 gave 60 days notice to PTL of the Union's desire to revise or change the terms or conditions of their Agreement. No negotiations for revisions or changes occurred between Local 249 and PTL despite Local 249's request for meetings following its letter of October 2, 1981. On or about June 1, 1982, Local 249 learned that PTL was

attempting to negotiate a collective agreement with the Eastern Conference of Teamsters. Because of the nature of the Agreement, *i.e.*, its independence from the NMFA, and because Local 249 is the exclusive bargaining agent for PTL's drivers, Local 249 communicated to PTL its strenuous objections to negotiations being conducted with a party other than the Union. A tentative collective agreement which was negotiated by PTL and the Eastern Conference of Teamsters was presented to the Union's bargaining unit employees. On or about June 22, 1982, the tentative agreement was rejected. This tentative agreement, an *entire* new agreement, as opposed to merely the revisions and changes in the Agreement requested by Local 249, raised the spectre of possible termination of the existing Agreement. On July 8, 1982, in light of the letter of October 2, 1981, and in light of PTL's refusal to discuss revisions and changes in the Agreement with the Union, Local 249 exercised its right to strike.



## REASONS FOR GRANTING THE WRIT

I. The decision of the Third Circuit insofar as it affirms the District Court's use of testimony from an *ex parte* hearing to issue an injunction under the Norris-LaGuardia Act §§1 to 15, Act of March 23, 1932, as amended, 29 U.S.C. §§101 *et seq.*, is in conflict with decisions of other Federal Courts of Appeal.

With the context of the facts, as set forth above, petitioner recognizes that the District Court's Finding of Fact No. 29<sup>1</sup> would allow the issuance of a Boys Markets injunction. That Finding of Fact, however, as a matter of law, cannot be allowed to stand. In the absence of Finding of Fact No. 29, the lower decisions lack a finding of what it was the work stoppage was "over", and, an injunction could not have issued. *Boys Markets v. Retail Clerks Union*, 398 U.S. 235, 90 S.Ct. 1583, 26 L.Ed.2d 199 (1970); *Buffalo Forge Co. v. United Steelworkers of America, AFL-CIO*, 428 U.S. 397, 96 S.Ct. 3141, 49 L.Ed.2d 1022 (1976).

In the entire record of the proceedings below, there is only one express reference that the work stoppage was triggered by a dispute over seniority. That reference, testimony by the employer's Director of Labor Relations, occurred during a hearing, held on July 9, 1982, in which the employer was seeking a temporary restraining order. Although counsel for petitioner was physically present at the hearing, the Union had at that time not been served with notice of the suit and counsel for petitioner did not enter his appearance on behalf of petitioner. Counsel for petitioner was there as an observer and took no part in the proceedings conducted on that day.

<sup>1</sup> "The work stoppage occurred as a result of a dispute over the seniority status of one of defendant's members who was employed by plaintiff." Appendix "C" at p. 10a.

Section 7 of the Norris-LaGuardia Act, 29 U.S.C. §107, contains the following:

"No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute . . . except after hearing the testimony of witnesses in open court (*with opportunity for cross examination*) in support of the allegations of a complaint made under oath . . . ." (Emphasis added).

Petitioner does not contest the District Court's ability to issue an *ex parte* temporary restraining order. At the same time, however, the Union submits that it was a violation of §7 of the Norris-LaGuardia Act to use evidence (testimony of what precipitated the strike) from an *ex parte* hearing in order to issue a Boys Markets injunction. That is, because the testimony that a seniority dispute caused the strike was not subject to cross examination it cannot be used in a hearing which is conducted to determine the propriety of a Boys Markets injunction.

Several Courts of Appeal have held that an action instituted pursuant to a jurisdictional grant of §301 of the National Labor Relations Act, 29 U.S.C. §185, is to be accorded the full procedural protections of §7 of the Norris-LaGuardia Act. *Detroit Newspaper Publisher's Association v. Detroit Typographical Union*, 471 F.2d 872 (6th Cir. 1972), *cert. denied*, 411 U.S. 967 (1973); *Hoh v. Pepsico, Inc.*, 491 F.2d 556 (2d Cir. 1974); *Amalgamated Transit Union v. Greyhound Lines*, 529 F.2d 1073, *vacated and remanded*, 429 U.S. 837, *reversed on other grounds*, 550 F.2d 1237 (9th Cir. 1977), *cert. denied*, 434 U.S. 837 (1977). Moreover, decisions of the Third Circuit have held that the procedural provisions of §7 of the Norris-LaGuardia Act are applicable in a §301

labor suit. *The Celotex Corporation v. Oil, Chemical & Atomic Workers International Union, AFL-CIO*, 516 F.2d 242 (3d Cir. 1975), citing, *United States Steel Corp. v. United Mine Workers of America*, 456 F.2d 483 (3d Cir. 1972), cert. denied, 408 U.S. 923. The Seventh Circuit has ruled on this issue, as has the Second, Third, Sixth and Ninth Circuits, and instead has appeared content to determine the applicability of §7 procedural safeguards to §301 labor actions on case-by-case basis. *Associated General Contractors v. Illinois Conference of Teamsters*, 486 F.2d 972 (7th Cir. 1973); *Local Lodge No. 1266, International Assoc. of Machinists and Aerospace Workers, AFL-CIO*, 668 F.2d 276 (7th Cir. 1981).

The Union submits that the hearing for the permanent injunction lacks any indication, any testimony or any documentation that the strike was "over" a seniority dispute. The evidence that the strike was "over" seniority is found only in the hearing conducted on July 9, 1982. That hearing was conducted *ex parte*; the Union did not have an opportunity to cross examine the witness. Certiorari should be granted for the purpose of deciding the extent to which the procedural safeguards of §7 of the Norris-LaGuardia Act are to be followed in an action brought under §301 of the National Labor Relations Act. Alternatively, certiorari should be granted for the purpose of also deciding the extent to which a trial court can use evidence from an *ex parte* proceeding to support the issuance of a Boys Markets injunction.



II. The decision of the Third Circuit in this is in conflict with this Court's holding in *Buffalo Forge Co. v. United States Steelworkers of America, AFL-CIO*, 428 U.S. 397 (1976).

a. The Conflict Between The Contract's No-Strike Provision And The Exclusions From The No-Strike Provisions Mandate Application Of The Holding In *Buffalo Forge Company*.

After this Court's decision in *Boys Markets, Inc. v. Retail Clerks Union*, 398 U.S. 235, 90 S.Ct. 1583, 26 L.Ed.2d 199 (1970), a conflict arose among the Courts of Appeal on the question of whether a Boys Markets injunction could issue when the strike was not over a grievance which was arbitrable.<sup>3</sup> In *Buffalo Forge Co.*, this Court resolved that conflict by holding that an injunction may not issue when the strike was "over" a dispute which was not "even remotely subject to the arbitration provisions of the contract." 428 U.S. at 407. In the recent decision of *Jacksonville Bulk Terminals, Inc. v. International Longshoreman's Association*, \_\_\_\_\_ U.S. \_\_\_\_\_, 102 S.Ct. 2673, 73 L.Ed.2d 327 (1982), this Court stated that "the Boys Markets exception does not apply when only the question whether the strike violates the no-strike pledge, and not the dispute that precipitated the strike, is arbitrable under the parties' collective bargaining agreement". \_\_\_\_\_ U.S. at \_\_\_\_\_, 102 S.Ct. at 2679 (footnote omitted). The Union submits that the decision of the District Court in this case, affirmed without an opinion by the Third Circuit, must be vacated for its failure to treat or address this case as one which involved only the question of whether the strike violated the no-strike pledge of the Agreement.

The arbitration clause of the Agreement reads:

It was agreed that any grievance arising between the employees and the Employer shall first be

<sup>3</sup> The conflict is illustrated in the cases listed in footnote number 9 of the *Buffalo Forge* decision. 428 U.S. at 404.

adjusted, if possible, between the Union and the Employer without any unnecessary delay. In the event, however, that the Employer and the Union are unable to properly adjust such grievance, same shall be referred to arbitration. The Employer and/or Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service and within seventy-two (72) hours after receipt of same, shall arrange to alternately eliminate names from the list (the grieving party removing the first name) until such time as only one name remains. That person shall be designated to hear the grievance and his decision shall be final and binding upon all parties. The decision of the arbitrator shall be rendered within thirty (30) days after the hearing on the alleged grievance has been concluded. Arbitrator's fees and costs shall be split by the parties. The Arbitrator in hearing the facts has no authority to add to, delete from and/or modify the Agreement.

Discharges, suspensions and seniority questions will be subject to be heard before an arbitrator.

Interpretations and other items questioned under the contract will be referred to the normal grievance committee, i.e., Joint Council 40 and/or Eastern Conference, etc.

The Agreement's no-strike clause is at Article 8, §2 of the NMFA:

Section 2. Work Stoppages. (a) The parties agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, except as specifically provided in other Articles of the National Master Freight Agreement, no work stoppage, slowdown, walkout or lockout shall be deemed to be permitted or authorized by this Agreement. . . .

As described in the facts above, the Agreement consisted of an independent contract which, by its terms, incorporated language of the NMFA and the Supplemental Agreement of Teamsters Joint Council No. 40. By virtue of the incorporating language, the whole of Article 39 of the NMFA became part of the Agreement. Article 39 reads:

ARTICLE 39. Duration. Section 1. The Agreement shall be in full force and effect from April 1, 1979, to and including March 31, 1982, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, *either party may serve upon the other a notice at least sixty (60) days prior to March 31, 1982 or March 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.*

Section 3. Revisions agreed upon or ordered shall be effective as of April 1, 1982 or April 1st of any subsequent contract year. *The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree therein.*

Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this tenth day of April, 1979, to be effective as of April 1, 1979, except as to those areas where it has been otherwise agreed between the parties. (Emphasis added).

In the record, which is before this Court and which was before both the District Court and the Third Circuit, is a letter<sup>3</sup> by which the Union notified PTL of its desire to negotiate revisions in the Agreement. That letter, by self-proclamation and by satisfying the mandate of Article 39, §2, notified PTL of the Union's desire to change the terms and conditions of the Agreement. Upon satisfying the terms of Article 39, §2, the subsequent section, insofar as it deals with the contracting parties course of negotiating the revisions, becomes operable. Specifically, in Article 39, §3 is a sentence which reads: "The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein." This sentence allows "legal or economic recourse" to support their "requests". Documents which were before both of the lower courts illustrated that immediately prior to the work stoppage, PTL was negotiating with parties other than Local 249. The Union was unable to meet with PTL and negotiate its request for revisions in the Agreement.

In the context of *Buffalo Forge Co.*, Article 39, §3, expressly excludes from the scope of the Agreement's arbitrable disputes, a work stoppage which is over the Union's requests for revisions. Courts in several circuits have been faced with cases, as were the lower courts here, which centered upon a collective bargaining agreement which contains express reservations to the labor organization of a right to strike. *Matson Plastering*

<sup>3</sup> The letter is reproduced at Appendix "D".

*Co., Inc. v. Operative Plasterers and Cement Masons International Association, AFL-CIO, Plasterers Local No. 295*, 633 F.2d 1307 (9th Cir. 1980), *cert. denied*, \_\_\_\_\_ U.S. \_\_\_\_\_, 102 S.Ct. 94 (1981); *Waller Brothers Stone Co. v. United Steelworkers*, 620 F.2d 132 (6th Cir. 1980); *Maiers Motor Freight Co. v. Teamsters Truck Drivers, Local Union No. 299*, 113 LRRM 2822 (E.D. Mich. 1982). Cases such as these fit within the rule of the *Buffalo Forge Co.* decision.

There is a distinction in the cases which involve express reservations to a union of a right to strike. The distinction lies in the fact that these are cases which arguably are remotely subject to an arbitration clause. Cf., *Buffalo Forge Co.*, 428 U.S. at 407. It is not, however, subject to arbitration because the underlying dispute to the work stoppage is arbitrable. *Boys Markets v. Retail Clerks Union*. Here, the issue exists as to whether the work stoppage was "over" an arbitrable dispute or whether it was protected by the Agreement's allowance of "all legal and economic recourse" under Article 39 of the NMFA. In this manner, the resolution of the issue becomes an exercise in synthesizing the tension between two (or possibly more) provisions of a labor agreement. This is the essence of a practice of labor contract interpretation which is uniquely within the province of an arbitrator. *United Steelworkers of America v. Enterprise Wheel and Car Corporation*, 363 U.S. 593, 599, 80 S.Ct. 1358, 1362 (1960). In *Buffalo Forge Co.*, Justice White, speaking for the Court, made clear that the *Boys Markets* injunction is not to be used by courts as a vehicle to usurp the function of an arbitrator:



But the parties' agreement to adjust or to arbitrate their differences themselves would be eviscerated if the courts for all practical purposes were to try and decide contractual disputes at the preliminary injunction stage.

The dissent suggests that injunctions should be authorized in cases such as this at least where the violation, in the court's view, is clear and the court is sufficiently sure that the parties seeking the injunction will win before the arbitrator, but this would still involve hearings, findings, and judicial interpretations of collective-bargaining contracts. It is incredible to believe that the courts would always view the facts and the contract as the arbitrator would; and it is difficult to believe that the arbitrator would not be heavily influenced or wholly preempted by judicial views of the facts and the meaning of contracts if this procedure is to be permitted. Injunctions against strikes, even temporary injunctions, very often permanently settle the issue; and in other contexts time and expense would be discouraging factors to the losing party in court in considering whether to relitigate the issue before the arbitrator. 428 U.S. at 412.

In *Matson Plastering Co.*, where the Ninth Circuit was similarly faced with a claim by a union under the labor agreement's reservation of a right to strike in limited circumstances, it was held:

The Union argues that the work stoppage did not violate the collective bargaining agreement's no-strike clause because of an express exception reserving the right to strike for non-payment of such contributions. The Employer counters with arguments why the work stoppage did violate the no-strike clause.

Thus, as in *Buffalo Forge*, the Union and Employer are in dispute over whether the Union's strike action

is barred by the no-strike clause of their bargaining agreement. *Buffalo Forge* makes clear, we think, that this question of contract interpretation was not within the district court's jurisdiction to consider. The only issue the district court could address in the case at hand is the preliminary one of whether the parties are bound, under their bargaining agreement, to submit to arbitration the question of the strike's legitimacy. Equally true under *Buffalo Forge* is that where it is not clear that the strike is over an arbitrable issue and is in violation of a no strike clause, the district court has no jurisdiction to enjoin strike activity pending the arbitrator's decision. Only if the arbitrator determined that the no-strike clause barred the strike would the *Boys Markets* exception permit an injunction against continued strike activity. 633 F.2d at 1309.

The District Court in *Maiers Motor Freight Co.*, was of the same opinion as the Ninth Circuit:

A review of the authorities in this and other circuits leads me to conclude that in a situation such as this, where there have been express and literal reservations of the right to strike by the union, unless it clearly appears to this court that the dispute which underlies the strike is subject to a no-strike obligation, a *Boys Markets* injunction should not issue. *Waller Brothers Stone Co. v. United Steelworkers*, 620 F.2d at 137; *Matson Plastering Co. v. Local 295*, 633 F.2d 1307, 106 LRRM 2129, 2131 (9th Cir. 1980) *cert. denied*, 102 S.Ct. 94, 108 LRRM 2559 (1981). I cannot resolve the pivotal question of whether this dispute is 'over' an issue subject to the no-strike clause, .... Such a determination would necessarily involve an interpretation of the contract by this court in connection with the issuance of an injunction, a practice which is forbidden under *Buffalo Forge*. 113 LRRM at 2825.

Each of these courts recognized that *Buffalo Forge Co.* would preclude the issuance of a Boys Markets injunction. Accord, *Waller Bros. Stone Company*, 620 F.2d at 137.<sup>4</sup>

The present case is a proper one for this Court to decide the issue. Under the *Buffalo Forge Co.* case a district court would, upon application of one of the parties, still determine what precipitated the work stoppage, i.e., what it was that the strike was "over". 428 U.S. at 407. The Union would submit that the standard which a trial court need meet to determine what the strike is "over" is part and parcel of the issue submitted for certiorari and is thus subject to precise definition by this Court. While in *Matson Plastering Co.*, the Ninth Circuit did not address the question of a standard by which a trial is to decide what a strike was "over", in *Waller Brothers Stone Co.*, the Sixth Circuit stated, "a Boys Markets injunction should not issue unless it clearly appears ... that the dispute which underlies the strike is subject to a no-strike obligation". 620 F.2d at 137. The District Court below made no explanation as to how it determined that the work stoppage was "over" an issue of seniority. Moreover, the trial court below did not take into account the existence of an express provision which grants the Union a right to strike before it reached its decision on what it was that the strike was "over". In light of the Union's right to strike, and in light of the Union having satisfied all pre-requisites (under Article 39) upon which the right to strike was contingent, the failure of the courts below to consider even the existence of the contractual tension allows this Court to address the *Buffalo Forge* issue presented herein.

<sup>4</sup> To this extent the Union submits that the Third Circuit's decision in this case is in conflict with decisions of federal courts of appeal in two other circuits.



Alternatively, of course, this second issue can be treated as being predicated upon the first issue of this Petition. That is, if this Court would determine that §7 of the Norris-LaGuardia Act precludes use of testimony from an *ex parte* hearing, then the lower court's opinion in this case would be without any determination whatsoever of what it was the strike was "over".

Petitioner herein is not asking that *Buffalo Forge Co.* be reconsidered. A District Court will, as it will in all applications for a Boys Markets injunction, first determine what triggered the work stoppage. *Delaware Coca-Cola Bottling Co. v. General Teamsters Local Union* 326, 624 F.2d 1182 (3d Cir. 1980). If the strike is "over" an arbitrable dispute, an injunction may issue. If the strike is "over" a non-arbitrable dispute, an injunction can not issue. *Buffalo Forge Company*. Now, under the scheme proffered by this Petition, if the strike is "over" a dispute which arises pursuant to an express exception to the contract's no-strike clause, a Boys Markets injunction cannot issue. This latter statement is an express part of the *Buffalo Forge Co.* decision.<sup>1</sup> The distinction in this case, that the trial court was presented with a bona fide conflict between the no-strike exception and the no-strike clause, places this case within *Buffalo Forge Co.* and not within the narrow exception to the Norris-LaGuardia Act created by *Boys Markets v. Retail Clerks Union*. This type of distinction was anticipated by this Court in *Buffalo Forge Company*. Early in the

<sup>1</sup> "Thus, had the contract not contained a no-strike clause or had the clause expressly excluded sympathy strikes, there would have been no possible basis for implying from the existence of an arbitration clause a promise not to strike that could have been violated by the sympathy strike in this case." 428 U.S. at 408 (citation omitted) (emphasis added).

decision the Court theorized that an employer's remedy to a union's work stoppage will not be defined only in terms of a Boys Markets injunction. *Buffalo Forge Company* contains the following scenario:

Each of the contracts between the parties also has an arbitration clause broad enough to reach not only disputes between the Union and the employer about other provisions in the contracts but also as to the meaning and application of the no-strike clause itself. Whether the sympathy strike the Union called violated the no-strike clause, and the appropriate remedies if it did, are subject to the agreed-upon dispute settlement procedures of the contracts and are ultimately issues for the arbitrator. (citations omitted). The employer thus was entitled to invoke the arbitral process to determine the legality of the sympathy strike and to obtain a court order requiring the Union to arbitrate if the Union refused to do so. *Gateway Coal Co. v. Mine Workers*, 414 U.S. 368, 38 L.Ed.2d 583, 94 S.Ct. 629 (1974). Furthermore, were the issue arbitrated and the strike found illegal, the relevant federal statutes as construed in our cases would permit an injunction to enforce the arbitral decision. *Steelworkers v. Enterprise Corp.* 363 U.S. 593 (1960). 428 U.S. at 405.

A trial court initially presented with an application for a Boys Markets injunction is not limited to either the holding of *Boys Markets* or *Buffalo Forge Company*. In the fact situation such as that which is found in the instant case, a trial court is required to first send the case to arbitration for determination of whether the no-strike clause or the exception thereto is controlling. *Matson Plastering Co., Waller Brothers Stone Company*. Only after an arbitrator has rendered its decision may a trial court entertain the question of an injunction to enforce the arbitrator's decision. *Id.*, *Buffalo Forge Co.*, 428 U.S. at 405.

**b. The Conflict Between The No-Strike Provision And The Existing Issue Of Contract Termination Mandate Application Of The Holding In *Buffalo Forge Company*.**

The preceding (IIa) is an argument for certiorari to decide that the holding of *Buffalo Forge Co.* is applicable in the present case to preclude, upon initial application, the issuance of a Boys Markets injunction when the trial court is presented with a conflict between a no-strike clause and an express exemption from a no-strike clause relative to the question of what it was the work stoppage was "over". The following is essentially premised upon the same scheme but applies different facts. That is, a trial court is precluded, upon initial application, from issuing a Boys Markets injunction when presented with a conflict between a no-strike clause and a question of the termination of a collective agreement. The common theme between these two parts (IIa, IIb) is whether an injunction may initially issue when there is a conflict between a no-strike directive and an express grant of the right to economic recourse either by the labor contract itself (an exemption to the no-strike provision) or by law (termination of a contract).

The Union repeatedly argued below that the work stoppage was lawful because the Agreement had terminated. The argument was based upon the somewhat unique stature of the Agreement insofar as Local 249 and PTL were not parties to the National Master Freight Agreement but had incorporated some of the language the NMFA into its own terms.<sup>4</sup>

<sup>4</sup> The incorporating language reads: "This Rider is supplemental to and becomes part of Teamsters Joint Council No. 40 Freight Division Local Cartage (hereinafter referred to as the Local Agreement) and the National Master Freight Agreement (hereinafter referred to as the National Agreement) for the period commencing April 1, 1979 and shall prevail over the specific terms of that Agreement only to the extent subsequently provided herein."

Where a contract contains a broadly phrased arbitration clause, the question of whether a contract did in fact terminate is susceptible to a ruling by an arbitrator and not by a court of law. *Local 4, International Brotherhood of Electrical Workers v. Radio Thirteen-Eighty, Inc.*, 469 F.2d 610 (8th Cir. 1972); *Rockdale Village, Inc. v. Public Service Employees Union, Local No. 80, International Brotherhood of Teamsters*, 605 F.2d 1290 (2d Cir. 1979); *California Trucking Association v. Brotherhood of Teamsters and Auto Truck Drivers, Local 70*, 679 F.2d 1275 (9th Cir. 1981). See, *International Union of Operating Engineers, Local 150, AFL-CIO v. Flair Builders, Inc.*, 406 U.S. 487, 92 S.Ct. 1710, 32 L.Ed.2d 248 (1972) (merits of equitable defense of laches, in context of broadly phrased arbitration clause, was to be decided by arbitrator and not by court of law); *Controlled Sanitation Corp. v. District 128 of the International Assoc. of Machinists and Aerospace Workers, AFL-CIO*, 524 F.2d 1324 (3d Cir. 1975), *cert. denied*, 424 U.S. 915 (1976) (adopting the rule of *Flair Builders*). The issue of contract termination thus being susceptible to resolution by an arbitrator, an injunction may not be able to issue without first consigning the question of contract termination to an arbitrator. If the arbitrator found the contract to be in effect, only then, arguably, could an injunction be issued. *Buffalo Forge Co.*, 428 U.S. at 405.

### Conclusion

Certiorari should be granted in this case to resolve the extent and the effect of incorporation of the procedural requirements of Section 7 of the Norris-LaGuardia Act to an action instituted pursuant to §301 of the Labor Management Relations Act.

Certiorari should also be granted in this case to determine the applicability of *Buffalo Forge Co.* to the present case. Specifically, where upon application to a court for a Boys Markets injunction, it must first be determined whether the contract or labor law tenets in general, create a conflict between a no-strike provision or of an express grant to a union of a right to strike. Where the conflict is observed to exist, the resolution must be consigned to an arbitrator. It would be delegated to an arbitrator not because the dispute which precipitated the strike is arbitrable, but because resolution of the conflict is a problem of contract interpretation. Only after an arbitrator has rendered his or her decision may a court take up the issue of the propriety of an injunction.

ERNEST B. ORSATTI  
JUBELIRER, PASS & INTRIERI, P.C.  
*Attorneys for Petitioner*  
*Teamsters Local 249*

**APPENDIX "A"**

***Sur* Petition for Rehearing**

**UNITED STATES COURT OF APPEALS**

**For the Third Circuit**

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**No. 82-5789**

---

**PENNSYLVANIA TRUCK LINES, INC.,**

**vs.**

**GENERAL TEAMSTERS, CHAUFFEURS AND  
HELPERS LOCAL UNION NO. 249  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA,**

***Appellant.***

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**(W.D. Pa. Civil No. 82-01326).**

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**Present: SEITZ, *Chief Judge*, and ALDISERT, ADAMS,  
GIBBONS, HUNTER, WEIS, GARTH,  
HIGGINBOTHAM, SLOVITER and BECKER,  
*Circuit Judges*, and RE, *Chief Judge*.\***

**The petition for rehearing filed by appellant in the  
above entitled case having been submitted to the judges  
who participated in the decision of this court and to all**

**\* Honorable Edward D. Re, Chief Judge of the United  
States Court of International Trade, sitting by  
designation.**



*Appendix "A"—Sur Petition for Rehearing.*

the other available circuit judges of the circuit in regular active service, and no judge who concurred in the decision having asked for rehearing, and a majority of the circuit judges of the circuit in regular active service not having voted for rehearing by the court *in banc*, the petition for rehearing is denied.

BY THE COURT,

ALDISERT  
*Circuit Judge*

Dated: Sep 9 1983

**APPENDIX "B"**

**Judgment Order**

**UNITED STATES COURT OF APPEALS**

**For the Third Circuit**

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**No. 82-5789**

---

**PENNSYLVANIA TRUCK LINES, INC.,**

**vs.**

**GENERAL TEAMSTERS, CHAUFFEURS AND  
HELPERS LOCAL UNION NO. 249  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA,**

*Appellant.*

---

**Appeal from the United States District Court  
for the Western District of Pennsylvania  
(Pittsburgh)**

**(D.C. Civil No. 82-01326)**

**District Judge: Honorable Alan N. Bloch**

---

**Argued**

**August 9, 1983**

**Before: ALDISERT and WEIS, Circuit Judges,  
and RE, Chief Judge.\***

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**\* Honorable Edward D. Re, Chief Judge of the United  
States Court of International Trade, sitting by  
designation.**



*Appendix "B"—Judgment Order.*

After consideration of all contentions raised by appellant and for the reasons set forth in the district court opinion by the Honorable Alan N. Bloch, *Pennsylvania Truck Lines, Inc. v. General Teamsters*, Civ. No. 82-1326 (W.D.Pa. Nov. 19, 1982), *reprinted in app.* at 583a-587a; and determining that the district court's finding of fact No. 29 was not clearly erroneous; it is

ADJUDGED AND ORDERED that the judgment of the district court enjoining further work stoppages by appellant and refusing award of damages to appellee be and is hereby affirmed. The injunction shall remain in effect until the dispute is settled by arbitration.

Costs taxed against appellant.

BY THE COURT,

ALDISERT  
*Circuit Judge*

Attest:

SALLY MRVOS  
Sally Mrvos, Clerk

Dated: Aug 12 1983

Certified as a true copy and issued in lieu of a formal mandate on September 18, 1983.

Test:

COPY

SALLY MRVOS  
Clerk, U.S. Court of Appeals  
for the Third Circuit

**APPENDIX "C"**

**Findings of Fact and Conclusions of Law**

**IN THE UNITED STATES DISTRICT COURT**

**For the Western District of Pennsylvania**

---

**Civil Action No. 82-1326**

---

**PENNSYLVANIA TRUCK LINES, INC.,**

*Plaintiff,*

**vs.**

**GENERAL TEAMSTERS, CHAUFFEURS, AND  
HELPERS LOCAL UNION NO. 249,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,  
AND HELPERS OF AMERICA,**

*Defendant.*

---

**FINDINGS OF FACT**

1. Plaintiff, Pennsylvania Truck Lines, Inc., is a corporation organized under the laws of Pennsylvania.

2. Defendant, General Teamsters, Chauffeurs and Helpers Local Union No. 249, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is a labor organization.

3. Plaintiff is engaged in interstate transportation by motor vehicle; more specifically, plaintiff is engaged in the ramping and deramping of trailers and containers and transporting them to and from rail yards of Consolidated Rail Corporation (hereinafter referred to as

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

"Conrail"), and also provides such services for the United States Postal Service depots which are served by Conrail through the United States. The plaintiff has a place of operation in Pittsburgh, Pennsylvania.

4. Defendant is the collective bargaining agent for the drivers and mechanics employed by plaintiff.

5. The National Master Freight Agreement (hereinafter referred to as "NMFA"), for the period April 1, 1979 to March 31, 1982, is a multi-employer/multi-union collective bargaining agreement which covers over-the-road and local cartage employees of private, common, contract and local cartage carriers.

6. Employers and local unions sometimes enter into supplemental rider agreements to the NMFA. Plaintiff and defendant entered into such a rider agreement on February 29, 1980, which covered the period April 1, 1979, through March 31, 1982. The agreement stated that the rider was intended to supplement and become a part of the NMFA and to prevail over the terms of the NMFA only to the extent provided in the rider agreement.

7. There was no successor agreement between plaintiff and defendant at the time the rider agreement expired on March 31, 1982. The plaintiff and defendant did subsequently enter into a new agreement for the mechanic employees employed by plaintiff and represented by defendant, but there is no successor agreement with regard to the driver employees.

8. The defendant is attempting to negotiate a new agreement on behalf of its driver members who are employed by plaintiff.

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

9. The rider agreement makes no provision for work stoppages.

10. Article 8, Section 2(a) of the NMFA specifically prohibits work stoppage, slowdown, walkout, or lockout, except as follows: (1) when there is a failure to comply with a duly adopted majority decision of a grievance committee established by the NMFA or supplemental agreement; (2) when there is a National Grievance Committee deadlock of a grievance rendered pursuant to the grievance procedures of the NMFA; (3) when there is a failure to make health and welfare and pension benefits in the manner required by the applicable supplemental agreement; and (4) when there is a refusal to pay the negotiated hourly and mileage increases provided by the NMFA, supplements, and riders thereto.

11. Article 39, Section 1, of the NMFA provides that the NMFA shall be in effect from April 1, 1979, to and including March 31, 1982, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

12. The section of the NMFA dealing with work stoppages, Article 8, Section 2, specifically provides, at Section 2(b), that the provisions of the NMFA regarding work stoppages shall continue to apply during that period of time between the expiration of the agreement and the conclusion of the negotiations or the effective date of the successor agreement, whichever occurs later.

13. On July 8, 1982, some members of the defendant union, who were employed by plaintiff, engaged in a

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

work stoppage by picketing both gates at the Prebble Street terminal of Conrail at Pittsburgh, Pennsylvania. Present on the picket line on that date was John R. Clemens, business agent for the defendant.

14. On July 9, 1982, this Court entered a temporary restraining order (hereinafter referred to as "TRO"), enjoining the defendant and all persons acting in aid of or in concert with it from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the rider agreement and NMFA between the plaintiff and the defendant;

(b) inciting, counselling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff;

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the agreement annexed to the complaint; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

15. Copies of the Court's order were served upon several members of the defendant on July 9, 1982, as they picketed at the Prebble Street terminal.

16. A copy of this court's order was also served upon the defendant by handing it to its clerk/receptionist on July 12, 1982.

17. Upon receipt of the Court's order, the president of defendant, Charles Byrnes, called the Prebble Street terminal and talked with a union member and advised him to cease picketing.

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

18. Despite the Court's order and despite Mr. Byrnes' efforts, picketing continued on July 13, 1982.

19. On July 13, 1982, upon learning that picketing continued at the Prebble Street terminal, Mr. Byrnes asked the defendant's business agent, Mr. Clemens, to take steps to have the picketing cease.

20. Mr. Clemens thereafter visited the site of the picketing on July 13, 1982, and advised the picketers to cease picketing.

21. Despite Mr. Clemens' efforts, the picketing continued on July 14, 1982.

22. Mr. Clemens again visited the site of the picketing on July 14, 1982, and again advised the picketers to cease picketing.

23. On July 14, 1982, as plaintiff's dispatcher/supervisor, Augustine Fasone, left the Prebble Street terminal, Harold Mudd, a picketing member of defendant, threw a rock at Fasone's car and hit him with a brick.

24. Despite Mr. Clemens' efforts, picketing continued on July 15, 1982.

25. When President Byrnes learned that picketing continued on July 15, 1982, he asked Mr. Clemens to arrange a meeting of the picketers at the office of the defendant's attorney, Joseph Pass.

26. After the meeting, the pickets were removed.

27. Some of the members of the defendant, who participated in the picketing subsequent to this Court's order, were James Mudd, Harvey Mudd, John Wineland, John Greb, and Harvey Hill.



*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

28. On July 12, 1982, all members of defendant who had previously participated in picketing were terminated from the employment by the plaintiff.

29. The work stoppage occurred as a result of a dispute over the seniority status of one of defendant's members who was employed by plaintiff.

30. As a result of the strike and work stoppage of July 8, 1982, through July 15, 1982, plaintiff suffered the following damages: (1) \$136,000.00 for drayage for trailers diverted from Pittsburgh to other rail terminals and thereafter trucked to Pittsburgh; (2) \$1,260,000.00 annually for 2,500 to 2,600 loads of business permanently lost; (3) \$90,000.00 in annual contributions to the company for revenue that exceeds expenses in excess of operational costs; (4) \$16,500.00 for overtime pay to Conrail policemen during the strike; and (5) \$5,000.00 in additional business expenses.

31. The defendant did not serve upon plaintiff a sixty (60) day notice of intent or desire to cancel the NMFA, pursuant to Article 39, Section 1, of the NMFA.

32. The defendant did not give plaintiff a seventy-two (72) hour prior written notice of authorization to strike, pursuant to Article 8, Section 2(a) of the NMFA.

*CONCLUSIONS OF LAW*

1. This Court has jurisdiction pursuant to §301(a) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185(a).

2. The NMFA was made a part of the agreement between the plaintiff and defendant for the period April 1, 1979, through March 31, 1982, by reference in the rider agreement.

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

3. The NMFA controlled the issue of work stoppage.

4. The plaintiff and defendant were bound by the terms of the NMFA after the expiration date of March 31, 1979, and during the renegotiation period, pursuant to Article 39, Section 1, and Article 8, Section 2(b), of the NMFA.

5. The NMFA specifically prohibits, under Article 8, Section 2(a) of the NMFA, work stoppages such as the one that occurred at the Prebble Street terminal on July 8, 1982, through July 15, 1982.

6. The work stoppage of July 8, 1982, through July 15, 1982, was unlawful.

7. The Court continues the TRO on a permanent basis; that is, defendant and all persons acting in aid or of in concert with defendant, are permanently enjoined from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the NMFA;

(b) inciting, counseling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff;

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the rider agreement and the NMFA; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

Date: 11/19/82

ALAN N. BLOCH  
*United States District Judge*

cc: Counsel of Record.

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

IN THE UNITED STATES DISTRICT COURT  
For the Western District of Pennsylvania

---

Civil Action No. 82-1326

---

PENNSYLVANIA TRUCK LINES, INC.,  
*Plaintiff,*

vs.

GENERAL TEAMSTERS, CHAUFFEURS, AND  
HELPERS LOCAL UNION NO. 249,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,  
AND HELPERS OF AMERICA,  
*Defendant.*

---

**JUDGMENT ORDER**

AND NOW, this 19th day of November, 1982, after hearing on plaintiff's complaint for injunctive relief held on October 5, 1982,

IT IS HEREBY ORDERED that defendants are permanently enjoined from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the National Master Freight Agreement;

(b) inciting, counseling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff:

*Appendix "C"—Findings of Fact and  
Conclusions of Law.*

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the rider agreement and the National Master Freight Agreement; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

ALAN N. BLOCH  
*United States District Judge*

cc: Herbert Burstein, Esquire  
One World Trade Center, Room 2373,  
New York, NY 10048.

Samuel W. Braver, Esquire  
57th Floor, U.S. Steel Building, Pittsburgh, PA 15219.

Joseph Pass, Esquire  
219 Ft. Pitt Boulevard, Pittsburgh, PA 15222.

# GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS

## Officers:

CHARLES M. BYRNES  
President  
NICHOLAS A. SANSOTTA  
Vice President  
THOMAS R. JOHNSTON  
Recording Secretary

## Trustees:

JOHN C. BAUER  
TERENCE J. MAHONEY  
ROBERT A. KRICEK, JR.

## Local Union 249

WILLIAM M. CHERILLA, Secretary-Treasurer

4701 BUTLER STREET • PITTSBURGH, PA. 15201

PHONE: (412) 682-3700

## Business Agents:

WILLIAM C. MILLER  
JOHN F. RITTER  
WILLIAM A. GRAMC  
FRANK CAPUTO  
JOHN R. CLEMENS  
WILLIAM M. BARKER

REGISTERED MAIL NO 236 091 881  
RETURN RECEIPT REQUESTED  
OCTOBER 2, 1981

Pennsylvania Truck Lines  
2700 Preble Avenue  
Pittsburgh, PA. 15233

Gentlemen:

YOU ARE HEREBY NOTIFIED that the Teamsters National Freight Industry Negotiating Committee and the undersigned LOCAL UNION, as bargaining agents for the involved employees, desire to revise or change terms or condition of the NATIONAL MASTER FREIGHT AGREEMENT and all AREA, REGIONAL and LOCAL SUPPLEMENTS, ADDENDA, APPENDICES or RIDERS thereto for the next contract period as provided in Article 39, Section 2, thereof.

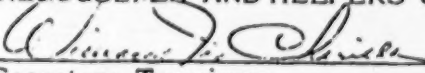
YOU ARE FURTHER NOTIFIED that this notice applies to whatever separate agreement we may have with your company covering FREIGHT GARAGE and FREIGHT OFFICE employees.

If you will not be represented in such negotiations by an Employer Association and desire individual notice of the time and place of future negotiating meetings, please advise this office and the office of the Eastern Conference.

We enclose herewith a copy of Article XII, Section 14, and Article XVI, Section 4, of the Constitution of the International Brotherhood of Teamsters so that you may be informed of the requirements for entering into a binding agreement.

Very truly yours,

TEAMSTERS LOCAL UNION NO. 249,  
affiliated with the EASTERN CONFERENCE  
OF TEAMSTERS and the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

By   
Secretary-Treasurer  
Local Union 249

Enclosure

Appendix "D"

Affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

APPENDIX "D"  
Letter

15a

## Appendix "D"—Letter.

2 (PS 3811, Dec. 1960)

● **SENDER:** Complete items 1, 2, 3, and 4.  
Add your address in the "RETURN TO" space on reverse.

**(CONSULT POSTMASTER FOR FEES)**

1. The following service is requested (check one).

☐ Show to whom and date delivered \_\_\_\_\_ \$

☐ Show to whom, date, and address of delivery \_\_\_\_\_ \$

2. ☐ **RESTRICTED DELIVERY** \_\_\_\_\_ \$  
(The restricted delivery fee is charged in addition to the return receipt fee.)

**TOTAL \$** \_\_\_\_\_

3. **ARTICLE ADDRESSED TO:**  
*Personal Mail*  
*775 1st St. N.E.*  
*Atlanta, Ga. 30303*

4. **TYPE OF SERVICE:**

☐ REGISTERED ☐ INSURED ☐ CERTIFIED ☐ COD ☐ EXPRESS MAIL

**ARTICLE NUMBER:**  
*7-3-691-881*

**(Always obtain signature of addressee or agent)**

I have examined the article described above.

☒ Addressee ☐ Authorized agent

*J.B. [Signature]*

5. **NAME OF DELIVERER:**  
*10-3-F-1*

6. **ADDRESSEE'S ADDRESS (Only if requested)**

7. **UNABLE TO DELIVER BECAUSE:**

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL.

U.S. MAIL  
PITTSBURGH, PA 15201  
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TO EMPLOYER RETURN



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CLERK

IN THE  
Supreme Court of the United States

OCTOBER TERM, 1983

GENERAL TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS LOCAL 249,

*Petitioner,*

—vs.—

PENNSYLVANIA TRUCK LINES, INC.,

*Respondent.*

On Petition for a Writ of Certiorari to the United States  
Court of Appeals for the Third Circuit

BRIEF IN OPPOSITION

EVAN J. SPELFOGEL  
*Counsel of Record*

BURNS SUMMIT ROVINS & FELDESMAN  
*Attorneys for Respondent*  
*Pennsylvania Truck Lines, Inc.*  
445 Park Avenue  
New York, New York 10022  
(212) 702-2200

RANDY L. LEVINE  
HOWARD S. LAVIN  
*On the Brief*

### Questions Presented

1. Whether the decision of the Third Circuit, affirming the issuance of an injunction by the District Court, violated Section 7 of the Norris-LaGuardia Act, 47 Stat. 70 *et seq.*, 29 U.S.C. § 101 *et seq.*, Section 7 (29 U.S.C. § 107).

2. Whether the decision of the Third Circuit, affirming the decision of the District Court, is in conflict with this Court's decision in *Buffalo Forge Co. v. United Steelworkers of America AFL-CIO*, 428 U.S. 397 (1976).

Pennsylvania Truck Lines, Inc. is a wholly owned subsidiary of Conrail Corporation.

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No. 83-910

IN THE  
**Supreme Court of the United States**

OCTOBER TERM, 1983

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GENERAL TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS LOCAL 249,

*Petitioner,*

—vs.—

PENNSYLVANIA TRUCK LINES, INC.,

*Respondent.*

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On Petition for a Writ of Certiorari to the United States  
Court of Appeals for the Third Circuit

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**BRIEF IN OPPOSITION**

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**Preliminary Statement**

Respondent, Pennsylvania Truck Lines, Inc., ("Company"), pursuant to Rule 22.1 of the rules of this Court, submits this Brief In Opposition to the Petition for a Writ of Certiorari of General Teamsters, Chauffeurs, Ware-

housemen and Helpers Local 249 ("Union"), respectfully urging this Court to decline to review the decision of the United States Court of Appeals for the Third Circuit and showing:

### **Counter-Statement of the Case and Facts**

#### **a. Counter-Statement of the Case.**

This Petition for a writ of certiorari arises out of a strike precipitated by the Company's alleged breach of the seniority provisions of a collective bargaining agreement. The Company filed the instant action in the United States District Court for the Western District of Pennsylvania against the Union under Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 185, to enforce the no strike and grievance and arbitration provisions of a collective bargaining agreement, requesting both injunctive relief and damages.

On July 9, 1982, at a hearing before the Honorable Alan N. Bloch, Federal District Judge for the Western District of Pennsylvania, the Company petitioned for and was granted a temporary restraining order. Jurisdiction was based upon § 301(a) of the Labor Management Relations Act, as amended, 29 U.S.C. § 185. The case was docketed at Civil Action No. 82-1326. Subsequently, on November 19, 1982, upon the Company's request for a preliminary or permanent injunction, Judge Bloch issued Findings of Fact, Conclusions of Law and a Judgment Order for a permanent injunction. On November 30, 1982, Judge Bloch denied a motion filed by the Company requesting that the District Court enter a judgment for damages based on the Judgment Order of November 19, 1982. Judge Bloch ordered that the matter of damages be settled by arbitration.

The Union filed an appeal from the Judgment Order of November 19, 1982, to the United States Court of Appeals for the Third Circuit. This appeal was docketed at No. 82-5789. The Company filed an appeal from the District Court's denial of its motion to include damages in the Order for an injunction of November 19, 1982, to the United States Court of Appeals for the Third Circuit. The Company's appeal was docketed at No. 82-5826. On August 12, 1983, the Third Circuit denied both appeals and affirmed the Orders of Judge Bloch. On September 8, 1982, and September 9, 1982, the Third Circuit denied motions of the Company and Union, respectively, for rehearing.

**b. Counter-Statement of the Facts.**

The Company is a motor carrier engaged in the interstate transportation of freight, including mail for the United States Postal Service, throughout the United States for and on behalf of Consolidated Rail Corporation ("Conrail"). At Conrail's Pittsburgh terminal, the Company provided Conrail with the services of ramping and deramping of containers of freight consisting of general cargo, perishable goods and mail originating at or destined to Pittsburgh. In the performance of such services at the terminal, the Company employed drivers and mechanics who were members of the Union.

On April 1, 1979, the Company entered into a labor agreement ("Agreement")<sup>1</sup> (JA 70a-166a) with the International Brotherhood of Teamsters, Chauffeurs, Ware-

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<sup>1</sup> Portions of the Joint Appendix in the Third Circuit ("Joint Appendix") have been lodged with the Court and served on all parties. A citation to the Joint Appendix is noted by a "JA" followed by the corresponding page number.

housemen & Helpers of America ("IBT") and with the Union, which the District Court held consisted of: (a) the National Master Freight Agreement ("NMFA"), (b) the Teamsters Joint Council No. 40 Freight Division Local Cartage Agreement ("Local Agreement") and (c) a rider to the NMFA and the Local Agreement signed by the Company and the Union ("Rider"). The Rider expressly provided that it was supplemental to, and part of, the NMFA and the Local Agreement and it was, selfevidently, an addendum to the NMFA. The Agreement was subject to termination, cancellation, modification or revision on March 31, 1982 and, in March, 1982, it was duly extended by the Company, the IBT and the Union (JA 552a).

The Agreement prohibited strikes and lockouts and incorporated a comprehensive system for the processing and arbitration of grievances and disputes between the Company and Union (JA 88a-89a).

Despite these provisions, on July 8, 1982, without notice to the Company, the Union ordered and enforced a strike and established a picket line at the Pittsburgh Terminal because the Union believed that the Company had violated the Agreement by recalling an employee out of seniority.

Immediately upon learning of this strike, pursuant to the Agreement, the Company communicated with the Union and offered to arbitrate any dispute which the Union had with the Company (JA 20a-21a-52a). No response was received from the Union. As a result, on July 9, 1982, the Company supplied due notice to both the Union and its counsel of its intention to apply to the District Court for a Temporary Restraining Order ("TRO"), and notice of that application and a summons and verified complaint were filed by the Company in the District Court. On July 9, 1982, a hearing was held on the Company's ap-

plication for a TRO. Counsel for the Union was present at that hearing, heard the testimony of and, had an opportunity to cross examine all witnesses and made arguments on the record (JA 44a-66a) (*See, Point I infra*).

After due deliberation, the District Court entered an order to show cause, and issued a TRO against the Union, directing the posting of a bond, and fixed a date to hear the motion for preliminary injunction.

On October 5, 1982, the District Court held a consolidated hearing on the Company's application for a preliminary and permanent injunction, heard oral testimony and reviewed various exhibits introduced into evidence, including the Agreement. Throughout, the hearing the Union argued that it was neither a party to nor maintained an agreement with the Company and that the strike was caused not by a dispute over "seniority", but to apply economic pressure in order to force the parties to reach a new agreement. The District Court rejected this position and after a full evidentiary hearing issued its judgment order granting a permanent injunction. Specifically, the Court found that 1) the Union was a party to the Agreement and 2) the strike was over seniority, an arbitrable dispute, which, violated the no strike and grievance and arbitration provisions of the Agreement.

In rendering its decision, the Court relied on a trial record which demonstrated that:

1. On September 16, 1981, the National Freight Industry Negotiating Committee of the IBT ("Negotiating Committee") gave notice to the Company that there would be bargaining sessions "to revise or change the terms and conditions" of all agreements as provided in Article 39, Section 2 of the NMFA (JA 555a).<sup>2</sup>

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<sup>2</sup> This was not a notice to terminate the Agreement with the Company; indeed, notice of termination or cancellation was never given to the Company. On the contrary, the Agreement provided that during the negotiation of a successor agreement there was a duty to follow the grievance and arbitration procedures of the NMFA (JA 92a).

2. On October 1, 1981 the Negotiating Committee sent a letter to all employers, including the Company, which stated, in pertinent part, that: "The Teamsters National Freight Industry Negotiating Committee is the bargaining agent for each Local Union, whether or not it is a signatory to the Master Agreement or Supplements, for road, city and dock, subject to overall membership vote on any final offer that is negotiated by the Committee and the employers" (JA 559a).

3. On October 2, 1981, while the Agreement between the Company and Union was in effect, the Union advised the Company, in writing, that it proposed to "revise or change terms or conditions of the NATIONAL FREIGHT AGREEMENT, and all AREA, REGIONAL and LOCAL SUPPLEMENTS, ADDENDA, APPENDICES, or RIDERS thereto for the next contract period, as provided in Article 39, Section 1 of the NMFA" (JA 117a-118a).<sup>3</sup>

4. On January 7, 1982, the Negotiating Committee communicated with the Company, submitted contract proposals and arranged for continued negotiations (JA 561a).

5. On January 27, 1982, the Executive Assistant to the General President of the IBT communicated with the Company and advised that a sub-committee ("Committee") had been designated by the General President to negotiate with the Company on behalf of all of the local unions, including the Union (i.e., Local 249), with whom the Company had labor contracts (JA 562a).

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<sup>3</sup> It must be noted that Article 39, of the NMFA clearly provided that the Agreement would continue in effect from year to year after March 31, 1982 "unless written notice of desire to cancel or terminate the Agreement was served by either party upon the other at least sixty (60) days prior to the date of expiration (JA 117a-118a).



6. Pending a meeting with the Committee appointed by the General President of the IBT, the Negotiating Committee submitted proposals to the Company on February 9, 1982 for a new contract and advised the Company "that only the Teamsters National Freight Industry Negotiating Committee or a Sub-Committee thereof is authorized to represent the Local Union or Unions which are a party to your current agreement, even though the new agreement may not be the National Master Freight Agreement" (JA 563a).

7. On March 10, 1982, the Company communicated with the special Committee and confirmed that at the first session of the meeting with the Committee held on February 23, 1982, "YOU ADVISED US THAT YOUR COMMITTEE WAS DULY AUTHORIZED WITH FULL POWER AND NECESSARY CREDENTIALS TO MEET ON BEHALF OF ALL LOCAL UNIONS PRESENTLY HAVING NATIONAL MASTER FREIGHT AGREEMENT AND SUPPLEMENTAL CONTRACTS WITH PENNSYLVANIA TRUCK LINES" (JA 565a).<sup>4</sup>

8. On March 11, 1982, the Chairman of the Special Committee communicated with the Company, stating:

"... our position is that we have a duly constituted Negotiating Committee sanctioned by the National Negotiating Committee to negotiate with Pennsylvania Truck Lines on behalf of all their employees, system-wide. Any tentative agreement reached by our Sub-Committee is subject to the approval of the National Committee, and if approved, will be pre-

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<sup>4</sup> It was at this meeting that the list of local unions, including the present Union (i.e., Local 249), was presented to and accepted by the Committee as confirmation that it represented all of the locals, including Local 249 (JA 553a).

sented to the employees system-wide for ratification as to those matters which deviate from the National Master Agreement. Any Local Union, as part of the National Agreement and Supplements, are bound by the actions of the Negotiating Committee. Any objections or any Local questioning the authority of the National Negotiating Committee is to be directed to the General President, who is also Chairman of the National Negotiating Committee" (JA 566a).<sup>5</sup>

9. On March 19, 1982 and March 31, 1982, prior to the expiration of the Agreement, the Company entered into an agreement with the IBT and Union (i.e. Local 249) pursuant to which the Agreement was extended, subject to an undertaking by the Company that all adjustments would be made retroactive to April 1, 1982 (JA 55a).

10. On March 31, 1982 the Union was advised by letter of the agreement by the Company to make all adjustments retroactive to April 1, 1982 (JA 552a).<sup>6</sup>

11. In discharge of its obligation to bargain in good faith, the Company negotiated with the Committee for

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<sup>5</sup> The Union never introduced any evidence that it had filed with the General President any objections to the authority of the Sub-Committee.

<sup>6</sup> No letter was ever sent by the Union to the General President of IBT objecting to this arrangement for retroactivity, or to the negotiations, on its behalf, by the Committee nor was any appeal taken, as required under the Constitution of the IBT. Similarly, the Union never responded to the letter of March 19, 1982 advising that the Committee was authorized to negotiate separately with the Company. On the contrary, on June 14, 1982, in a grievance filed by it, the Union acknowledged and relied upon the "retroactivity agreement" (JA 549a).

the extension and modification of the NMFA and the addition of a Railhead Rider to apply throughout the United States where the Company served Conrail. The Union was advised of these negotiations. Pending the conclusion of the negotiations with the Committee, the Company continued to pay wages and grant fringe benefits to the members of the Union and contributed to the Pension and Welfare Funds of the Union, as required by the Agreement.

12. On May 6, 1982, the Company and the special Committee approved the Railhead Rider "with the understanding that a meeting of all Local Unions would be held for the purpose of explaining the procedure for conducting a secret ballot vote of the affected membership." A meeting was called by the Union and the Railhead Rider was submitted to its members for a vote by secret ballot. The Union advised its members that under the instructions of the Negotiating Committee a vote had to be taken.

13. On June 22, 1982, the Committee informed the Company that the Railhead Rider has been rejected by the membership of the various local unions with whom the Company had labor contracts, but instructed all local unions, including Local 249, that the Committee "has been granted permission to return to the bargaining table with" the Company. The notice continued by saying: "YOU ARE INSTRUCTED THAT NO ACTION BE TAKEN AGAINST THE EMPLOYER AT THIS TIME" (JA 577a). Notwithstanding this notice, the Union engaged in an unlawful strike.

14. The Union knew that the Agreement was in effect after April 1, 1982 because subsequent to that date, it submitted several grievances alleging violations of the Agreement (JA 549a-550a).

## REASONS FOR DENYING THE PETITION

**I. The decision of the Third Circuit, affirming the issuance of an injunction by the District Court, is not in conflict with the decisions of any other federal court nor does it offend § 7 of the Norris-LaGuardia Act, 29 U.S.C. § 101, *et seq.***

Through a series of convoluted legal arguments, a path of tortured reasoning and a plain distortion of the relevant facts, the Union herein has petitioned to have this Court grant certiorari. Specifically, it is the Union's position that the decision of the Third Circuit, which affirmed the issuance of an injunction by the District Court, conflicts with similar decisions of other federal courts and offends the procedural safeguards of § 7 of the Norris-LaGuardia Act.

A dispassionate review of the record demonstrates that these assertions are erroneous and that certiorari should not be granted.

A. The first misstatement advanced by the Union is that certiorari should be granted because the various Circuit Courts of Appeal are divided over the question of *whether* § 7 is *applicable* to suits arising under § 301 of the Labor Management Relations Act, 29 U.S.C. § 185 (see pages 9-11 of the Petition). This assertion is simply untrue. No conflict exists between the circuit courts on this issue.

The Union contends that a conflict exists because the Second, Third, Sixth and Ninth Circuits have ruled that an action pursuant to § 301 be accorded the full procedural protections of § 7, *Detroit Newspaper Publishers Association v. Detroit Typographical Union*, 471 F.2d 872 (6th Cir. 1972), *cert. denied*, 411 U.S. 967 (1973);

*Hoh v. Pepsico, Inc.*, 491 F.2d 556 (2d Cir. 1974); *The Celotex Corporation, Pittston Plant, Harding, Pennsylvania v. Oil, Chemical & Atomic Workers International Union, AFL-CIO*, 516 F.2d 242 (3d Cir. 1975); *Amalgamated Transit Union v. Greyhound Lines*, 529 F.2d 1073 (9th Cir. 1976), *vacated and remanded*, 429 U.S. 837, *reversed on other grounds*, 550 F.2d 1237 (9th Cir. 1977), *cert. denied*, 434 U.S. 807 (1977), while the Seventh Circuit has chosen to utilize a different approach and determine the applicability of § 7 to § 301 suits on a case by case basis. *Associated General Contractors v. Illinois Conference of Teamsters*, 486 F.2d 972 (7th Cir. 1973); *Local Lodge No. 1266, International Association of Machinists and Aerospace Workers, AFL-CIO v. Panoramic Corp.*, 668 F.2d 276 (7th Cir. 1981).

This argument is specious. In *Local Lodge No. 1266, supra*, at 290 the Seventh Circuit held:

"Nevertheless, numerous courts have observed that the equitable principles discussed in *Boys Markets* (irreparable injury, a balance of hardships, etc.) parallel the findings that a court must make under § 7. Therefore these courts have concluded, § 7 is applicable in *Boys Markets* cases insofar as this section is consistent with the policies of § 301 enunciated in *Boys Markets*. In particular, the § 7 requirement of live testimony in open court (with an opportunity for cross examination) has been held to be consistent with the policies of § 301. *Amalgamated Transit Union Division 1384 v. Greyhound Lines Inc.*, 529 F.2d 1073 (9th Cir. 1976), *vacated and remanded*, 429 U.S. 807 (1976), *reversed*, 550 F.2d 1237, *cert. denied*, 434 U.S. 837 (1977); *Celotex Corp. v. Oil, Chemical & Atomic Workers International Union*, 516 F.2d 242 (3d Cir. 1975); *Hoh v. Pepsico*, 491 F.2d 556 (2d Cir.

1974); *United States Steel Corp. v. UMW*, 456 F. 2d 483 (3d Cir. 1972), *cert. denied*, 408 U.S. 923 (1972).

*We agree that the requirement of a full evidentiary hearing is consistent with the policies of § 301 announced in Boys Markets, and that ordinarily the district court should hear testimony from witnesses in open court before granting a preliminary injunction in aid of arbitration. Nothing we say here should be understood to detract from this general requirement.*" (at pp. 290) (Emphasis supplied.)

B. The Union next incorrectly asserts that certiorari should be granted because there is an unresolved question *as to the extent* to which the procedural safeguards of § 7 are to be followed in a § 301 action (see page 11 of the Petition). However, it is obvious from a reading of the decisions cited above that no unresolved question exists. Rather, the Circuit Courts are in complete agreement that all of the procedural safeguards of § 7 are to be followed in a § 301 action. (*See*, citations above).

C. The Union also submits that the District Court erred by considering evidence adduced at an "ex parte hearing" for a TRO, as a basis for its decision to grant an injunction.<sup>7</sup>

This argument is without merit because the Union's consistent characterization of the hearing as *ex parte* is a misnomer. The hearing was not *ex parte*. The Union received proper notice of the hearing pursuant to Rule

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<sup>7</sup> The evidence demonstrated that the strike arose over a seniority dispute, a matter the trial judge found to be governed by the no strike and arbitration provisions of the parties' labor contract.



65(a) of the Federal Rules of Civil Procedure ("F.R.Civ. P.") and, as a result, dispatched its attorney to the hearing room. Although the Union's counsel refused to make a formal appearance on the record, he remained in the hearing room throughout the entire proceeding, heard all the testimony presented, had an opportunity to cross examine all witnesses and, when convenient, made legal arguments on the record.

So, too, it may be argued that the hearing was one for a preliminary injunction. This is because, ordinarily, a district court may grant a TRO without any hearing, instead relying on affidavits (*See*, F.R.C.P. 65(b)); *Hofritz v. U.S.*, 240 F.2d 109 (9th Cir. 1956). Similarly, once a court finds, as it did in this case, that proper notice was given, it has the authority to convert a hearing seeking a TRO into one seeking a preliminary injunction. *Dilworth v. Riner*, 343 F.2d 226 (5th Cir. 1965); *Bailey v. Transport Communication Employees Union*, 45 F.R.D. 444 (N.D. Miss. 1968).

Assuming *arguendo*, that the hearing was "ex parte", consideration by the trial court of evidence obtained therein does not offend or violate § 7 of the Norris-LaGuardia Act, which provides in pertinent part that:

"No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute, as defined in this chapter, *except after hearing the testimony of witnesses in open court (with opportunity for cross examination) in support of the allegations of a complaint made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the Court to the effect. . . .*" (Emphasis supplied.)

See also, *Detroit & Toledo Shore Line R.R. Co. v. Brotherhood of Locomotive Firemen & Enginemen*, 357 F.2d 152 (6th Cir. 1966).

This was the procedure followed by the District Court in the present action. Prior to the Court's issuing the permanent injunction and rendering its findings of fact, each party was provided an opportunity and did present live testimony in open court.

Furthermore, even assuming arguendo that the hearing was "ex parte" and the use of evidence adduced at it was improper, certiorari must still be denied, because the District Court secured evidence at the hearing for preliminary injunction which illustrated that the underlying reason for the strike was arbitrable (JA 456a-458a).

Lastly, the Union's contention that the hearing was "ex parte" and, therefore, violative of § 7 is not an argument which was fairly raised before either the District Court or the Third Circuit. Indeed, it is well settled that the Supreme Court generally will not consider issues "neither raised before nor considered by the Court of Appeals." *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 147 n.2 (1970)

## **II. The decision of the Third Circuit does not conflict with *Buffalo Forge Co. v. United Steelworkers of America*, AFL-CIO, 428 U.S. 397 (1976).**

The Union's assertion that the decision of the Third Circuit conflicts with this Court's holding in *Buffalo Forge Co. v. United Steelworkers of America*, AFL-CIO, 428 U.S. 397 (1976), is erroneous.

In *Boys Markets Inc. v. Retail Clerks Union, Local 770*, 398 U.S. 235 (1970), this Court held that if a labor con-

tract contained a mandatory grievance and/or arbitration procedure, and a strike arose over a dispute which was subject to those provisions, the strike could properly be enjoined and the parties required to arbitrate the dispute. The Court added that a district court entertaining an action under § 301 could not grant injunctive relief unless it first determined that: (1) the parties had a labor contract which contained an arbitration provision; (2) the strike sought to be enjoined was over a grievance which both sides had agreed to submit to arbitration; (3) the employer was willing to proceed to arbitration in exchange for obtaining the injunction; and (4) the injunction was warranted under traditional principles of equity.<sup>8</sup>

Six years later, in *Buffalo Forge, supra*, this Court held that all disputes not covered by specific and mandatory arbitration obligations could not be enjoined.

The present matter does not conflict with *Buffalo Forge* and falls squarely under the umbrella of *Boys Markets*. In the present proceeding, prior to issuing an injunction, the District Court heard testimony from both the Union and Company as to what they believed was the underlying cause of the strike and received into evidence the parties' labor agreement. After reviewing all the evidence, the Court consistent with *Boys Markets* and *Buffalo Forge*, properly issued an injunction because it made factual findings that: (1) the dispute was over "seniority", an area which it deemed was clearly covered by the no

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<sup>8</sup> The Court's ruling in *Boys Markets* was a natural progression from its previous decisions holding that national labor policy favored resolution of labor disputes through arbitration. *United Steelworkers of America v. American Manufacturing Co.*, 363 U.S. 564 (1960); *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574 (1960); *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593 (1960).

strike and arbitration clauses of the parties' labor contract; (2) the employer was willing to arbitrate the dispute; and (3) the equities favored the granting of the injunction.

Moreover, it must be pointed out that the cases cited by the Union in support of its position are inapposite. *Jacksonville Bulk Terminals v. International Longshoremen's Association*, — U.S. —, 102 S.Ct. 2673, 73 L.Ed. 327 (1982), *Matson Plastering Co., Inc. v. Operative Plasterers and Cement Masons Int. Assoc., AFL-CIO, Plasterers Local Union No. 295*, 633 F.2d 1307 (9th Cir. 1980), *Waller Brothers Stone Co. v. United Steelworkers of America*, 620 F.2d 132 (6th Cir. 1980), and *Maiers Motor Freight Co. v. Local 299*, — F.Supp. —, 113 LRM 2823 (E.D. Mich. 1982). In each of the above cases, the parties' labor contract contained express reservations of the Union's right to strike and the underlying dispute of the strike was governed not by the agreements' arbitration and no strike provisions, as in the present case, but rather by an express reservation clause.

Notwithstanding, the Union's consistent attempts to perpetrate the fiction that the present labor contract did not cover this dispute, and that the strike occurred not over seniority, but because no contract existed, the unalterable fact is that the District Court, after holding hearings and receiving evidence, determined that the strike was subject to the grievance and arbitration and no strike provisions of the Agreement, was unlawful and had to be enjoined.

This Petition for a writ of certiorari is nothing more than an attempt to have this Court review findings of fact and factual arguments, which already have been rejected once in the District Court and twice in the Third Circuit, by recasting them as questions of law. Surely, such a disguise is not worthy of Supreme Court review.

**CONCLUSION**

**For the reasons stated above, respondent requests denial of the petition for a writ of certiorari.**

Respectfully submitted,

**EVAN J. SPELFOGEL**  
*Counsel of Record*

**BURNS SUMMIT ROVINS & FELDESMAN**  
*Attorneys for Respondent*  
*Pennsylvania Truck Lines, Inc.*  
445 Park Avenue  
New York, New York 10022  
(212) 702-2200

**RANDY L. LEVINE**  
**HOWARD S. LAVIN**  
*On the Brief*

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No. 83-910

IN THE  
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1983

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GENERAL TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS LOCAL 249,

Petitioner,

-VS-

PENNSYLVANIA TRUCK LINES, INC.,

Respondent.

---

On Petition for a Writ of Certiorari  
to the United States Court of Appeals  
for the  
Third Circuit

---

APPENDIX TO  
BRIEF IN OPPOSITION

---

EVAN J. SPELFOGEL  
BURNS SUMMIT ROVINS & FELDESMAN  
Attorneys for Respondent  
Pennsylvania Truck Lines, Inc.  
445 Park Avenue  
New York, NY 10022  
(212) 702-2200

ON THE BRIEF:

RANDY L. LEVINE  
HOWARD S. LAVIN



IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT  
OF PENNSYLVANIA

PENNSYLVANIA TRUCK LINES

VS.

Civil Action 82-1326

GENERAL TEAMSTERS etc.

July 9, 1982

Pittsburgh, Pennsylvania

BEFORE: HON. ALAN N. BLOCH, DISTRICT JUDGE

-----

TRANSCRIPT OF PROCEEDINGS IN RE: APPLICATION  
FOR TEMPORARY RESTRAINING ORDER

----

John H. Goodworth  
Official Reporter

July 9, 1982

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2

Pittsburgh, Pennsylvania (4:20 p.m.)

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THE COURT: We have before us a motion for a temporary restraining order by Pennsylvania Truck Lines against Local 249 of the General Teamsters.

The contract dates are over with. What authority do you have to prevent the Union from striking at this time?

MR. BRAVER: Before we address that question, may I move for the admission of Herbert Burstein of the New York bar, a member of the Third Circuit, and of the Eastern District of Pennsylvania bar, who can address those issues.

THE COURT: Motion granted.

MR. BURSTEIN: May I respond to that, Your Honor? The National Master Freight agreement entered into between the Teamsters and the local affiliates, including the defendant Union, expired on April 1, 1982.

In accordance with the arrangements made with the International and the various locals, there was an extension of the agreement upon a promise of retroactivity.

In this case there was one additional fact, which testimony will develop, that in consideration of the commitment to make them retroactive to the new date of

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1 April 1, 1982, which runs for approximately for three years,  
2 there was an agreement as to arbitration-grievance  
3 procedures. There is one fact that I want you to direct  
4 your attention to.

5 THE COURT: Is that agreement in writing?

6 MR. BURSTEIN: Yes. May I add one thing?

7 Because of the rather unusual status of the Pennsylvania  
8 Truck Lines, an agreement was made to negotiate what was  
9 known as a railhead rider, which would be uniform throughout  
10 the United States. It is designed to coordinate the  
11 truck movements with the movements of Conrail trains.

12 That was negotiated by a national committee  
13 appointed by the International, and that national committee  
14 also represented the local affiliates, including the  
15 defendant union.

16 The understanding was that that rider would  
17 be submitted to the membership of the Teamsters to be voted  
18 upon, and I must advise you that the membership of the  
19 units involved voted against the rider, whereupon the  
20 International directed that the matter be returned to the  
21 national committee for further consideration, and then  
22 instructed all of the locals, including the defendant local,  
23 not to take any strike action until the national committee  
24 had concluded this matter.

25 The essence of what I am trying to say is that

1 in the event the railhead rider is not part of the agreement,  
2 Pennsylvania Truck Lines is committed to the National  
3 Master Freight agreement.

4 There is no claim that the strike doesn't  
5 arise out of a claim of the absence of a bargaining agreement.  
6 It arises out of an alleged violation of the terms of the  
7 very agreement which we relied.

8 I will had up a letter dated March 31,  
9 addressed to Mr. Clemens, the Pittsburgh manager of the  
10 Teamster local here, and a letter addressed to Mr. Robbins  
11 who happened to have been the chairman of the national  
12 committee to which I averted, and then a telegram by  
13 Mr. Robbins as chairman representing the International  
14 instructing and advising there had been an anti-vote on  
15 this railhead rider saying you are instructed that no  
16 action is to be taken against the employer, Pennsylvania  
17 Truck Lines, until further advice from the International.

18 THE COURT: Isn't that an internal-matter  
19 within the Union? What authority is the basis of your  
20 right to prevent them from going on strike?

21 MR. BURSTEIN: The bargaining agreement.

22 THE COURT: Show me.

23 MR. BURSTEIN: All right. Here is the  
24 agreement, and I direct your attention to page 32 --

25 THE COURT: Is the one I have now the one

1 expired March 31, 1982?

2 MR. BURSTEIN: Except it is customary that  
3 existing agreements be extended upon the terms of retro-  
4 activity with an understanding reflected by those letters  
5 that in the event that a company will make retroactive  
6 wages and benefits. The Union isn't claiming there is no  
7 agreement.

8 There is an alleged violation of the terms  
9 of this document. They are not striking because there is  
10 no Union. What the Union is saying is that you made an  
11 assignment of work in violation of the seniority provisions  
12 of the agreement, and because you did that, we strike you  
13 rather than pursue the arbitration machinery.

14 There is no claim as far as the Union is  
15 concerned of the absence of an agreement, and I suggest  
16 to Your Honor that in the real world of labor relations,  
17 they expired by agreement, so all the terms continue in  
18 force and effect.

19 This is not a situation which affects not  
20 only Pittsburgh, but in New Jersey where the judge issued  
21 an injunction of a wild-cat strike. There was an extension  
22 of the existing agreement for retroactivity.

23 THE COURT: Is the extension of the existing  
24 agreement in effect now?

25 MR. BURSTEIN: Absolutely.

1 THE COURT: And what tells me that?

2 MR. BURSTEIN: The terms of this agreement  
3 by itself, which also provides --

4 THE COURT: Refer me to the terms that you're  
5 speaking of.

6 MR. BURSTEIN: Look at article 39 on pages  
7 89 and 90 where it indicates it continues in full force and  
8 effect, April 1, 1979, to and including March 31, and  
9 continues from year to year until notice of desire to cancel.  
10 There is no cancellation or termination.

11 The parties continue to negotiate, and  
12 whatever changes that are made are retroactive.

13 THE COURT: Was there a written notice  
14 of desire to terminate or cancel the agreement?

15 MR. BURSTEIN: There was a 60-day notice.  
16 That notice was given. That does not automatically terminate  
17 a collective bargaining agreement.

18 The parties then proceeded to bargain in  
19 good faith.

20 THE COURT: You are making a lot of statements,  
21 but what is the authority for that statement?

22 MR. BURSTEIN: The very language of this  
23 agreement.

24 THE COURT: Not the language you showed me.

25 MR. BURSTEIN: You have it before you.



1 THE COURT: Tell me where to look. Lead  
2 me along the path.

3 MR. BURSTEIN: No cancellation or  
4 termination --

5 THE COURT: You told me there was a notice.

6 MR. BURSTEIN: A notice that they wanted to  
7 modify the agreement. The notice given was a customary  
8 notice that we desire to modify the existing collective  
9 bargaining agreement. Where no notice of cancellation  
10 or termination is given, the parties will continue to  
11 negotiate, and then when they reach an agreement, it will  
12 be made retroactive, and there are literally thousands  
13 of carriers still negotiating with the Teamsters.

14 I suggest to Your Honor that one of the  
15 conditions for continued operation was the letter which  
16 was written making a commitment to a retroactive adjustment.

17 The agreement was never terminated. No  
18 claim was ever made. This is an agreement which is made  
19 by the International Brotherhood of Teamsters. I want to  
20 point that out.

21 If you examine the first page you will find  
22 that the agreement is made by the Teamsters National  
23 Freight Industry Committee which is the International  
24 Brotherhood of Teamsters. Only the International can  
25 initiate bargaining, and only the International can terminate

1 and cancel.

2 A local union cannot under the constitution  
3 of the International. The locals are bound by the constitution  
4 of the International.

5 THE COURT: What you are saying is that  
6 section 2 on page 90 says that the parties desiring to  
7 continue said agreement, but it also says desire to  
8 negotiate changes or revisions in this agreement, either  
9 party may serve upon the other at least 60-days prior to  
10 so and so, advising that there is such desire to revise or  
11 change the terms or conditions of said agreement.

12 MR. BURSTEIN: And the next paragraph. That  
13 is confirmed by the letter I handed up to Your Honor.

14 THE COURT: Also it says respective parties  
15 use all legal or economic recourse to support their request  
16 for revision if the parties fail to agree therein.

17 MR. BURSTEIN: But the party is the  
18 International Brotherhood of Teamsters. Page 38, article 8,  
19 section 2.

20 THE COURT: There hasn't been an agreement  
21 up to now. They haven't come to an agreement as of now.

22 MR. BURSTEIN: No. They are still negotiating.  
23 As a matter of fact, the telegram which I handed up to your  
24 Honor, was a confirmation that the matter had been returned  
25 to the National Negotiating Committee, and we were to

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1 receive an advice from them as to the next step.

2 This is a continuing negotiating process  
3 that is not unusual for the parties to a collective  
4 bargaining agreement not to resort to economic force, but  
5 to continue negotiations in an attempt to reach a new  
6 agreement.

7 As a condition for the continued negotiation,  
8 that letter was written committing the company to a  
9 retroactive adjustment of all wages and benefits and  
10 fringes.

11 The agreement is with the International,  
12 and only the International can sanction a strike. The  
13 International didn't sanction it. It would be contrary to  
14 that telegram.

15 THE COURT: Mr. Pass, what is your position?

16 MR. PASS: Your Honor, I am not here  
17 representing anyone because we haven't been served. I  
18 received a call advising that the company would be seeking  
19 a temporary restraining order, and I came down to see what  
20 was going on.

21 So I don't want to appear on the record as  
22 appearing for the Union which has not yet been made a  
23 party.

24 If Mr. Burstein is correct that the International  
25 is a party, then they should be the defendant, not the local  
union. That is the first objection.

1 It is very clear that there is no  
2 collective bargaining agreement in effect. The local  
3 union has no standing. I would like to know why attached to  
4 the complaint there is a local rider signed by local union  
5 249 marked as their exhibit. ✓

6 In any event, it is signed by the local union,  
7 and it expired, likewise, with the last freight agreement  
8 on March 31. We have no agreement.

9 THE COURT: The union hasn't been served,  
10 so we can't go ahead with the hearing at this time.

11 MR. BURSTEIN: I do call your attention to  
12 the last paragraph on page 38. I think it essential to read  
13 that. The local union is a signatory bound by the National  
14 Master agreement, and under the provisions of the National  
15 Master agreement, local unions may negotiate local riders.

16 The strike was called by local 249, and  
17 I suggest to Your Honor that rule 65(a) requires that we  
18 can apply for temporary restraining order upon giving notice  
19 to the other side, and if we make out the elements of a Boys  
20 Market, subject to the restriction that we are not looking  
21 for relief against the International, since it is not a  
22 guilty party and subject to the admission that you don't  
23 have a sympathy strike, therefore, Buffalo Forge doesn't  
24 apply.

25 That is a proper party.

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1 THE COURT: But you didn't serve them.

2 MR. BURSTEIN: But the purpose of an application  
3 for a temporary restraining order in all labor matters,  
4 you have an emergency situation, and if you can establish  
5 the elements of Boys Market, service on the union is not  
6 a prerequisite for the grant of injunctive relief under  
7 rule 65 (a).

8 One further thing, Your Honor, notice was  
9 provided this morning.

10 THE COURT: I have it.

11 MR. BURSTEIN: If Your Honor will review  
12 cases involving injunctive relief under Boys Market and  
13 decisions of the Third Circuit, the grant of a temporary  
14 restraining order following this procedure has never been  
15 questioned.

16 THE COURT: There is a method of proceeding  
17 without notice. We will have to see what that requires.  
18 There is provision for proceeding without notice. That  
19 is what we are going to look at.

20 It requires "that it clearly appear from  
21 specific facts shown by affidavit or by the verified  
22 complaint that immediate and irreparable injury, loss, or  
23 damage will result to the applicant before the adverse  
24 party or his attorney can be heard in opposition, and (2)  
25 the applicant's attorney certifies to the court in writing



1 the efforts, if any, which have been made to give the  
2 notice and the reason supporting his claim that notice should  
3 not be required."

4 MR. BURSTEIN: Well, in this instance notice  
5 was given. I know that the rules of court indicate that  
6 a grant of a temporary restraining order or preliminary  
7 injunction, being so drastic a remedy, requires notice be  
8 given.

9 Counsel was notified, and the union was  
10 notified. There are cases when notice has not been given.  
11 In that case, one would have to have very strong reasons  
12 why notice was not given.

13 I assume that is there was a riot at the  
14 railhead, you could come in for immediate relief where  
15 notice was not given on a Saturday or a Sunday when nobody  
16 was available, that might be an excuse for failure to give  
17 notice.

18 But service of the pleadings are not required,  
19 I submit.

20 THE COURT: It would appear, Mr. Pass, the  
21 kind of notice, assuming that we find irreparable harm,  
22 and we have to hear evidence, the notice has been given  
23 as required by the rules.

24 You may proceed, Mr. Burstein, with whatever  
25 you have to offer in regard to the irreparable harm that will



1 result if a temporary restraining order isn't issued.

2 MR. BURSTEIN: That you. -

3 MR. PASS: Your Honor, I might add that since  
4 we have not been served, I do not intend to participate  
5 in the proceedings.

6 THE COURT: That is your decision.

7 MR. PASS: And I would point out, however,  
8 you have to show more than irreparable harm in these  
9 situations.

10 He has to show he has a clear right, and he  
11 has to show there is a bargaining agreement that must be  
12 clear on its face, on the complaint, or on the affidavit.

13 THE COURT: The question here is whether we  
14 can hear this motion without service on the defendant.  
15 That has nothing to do with the likelihood to succeed. That  
16 only has to do with the irreparable harm and notice having  
17 been given.

18 Whether a temporary restraining order will  
19 issue from this hearing, the likelihood of success is one  
20 of the elements to be considered.

21 MR. PASS: Very well.

22 MR. BURSTEIN: I agree. I would point out  
23 on page 22 of our memorandum of law that we have outlined  
24 what we think are the essential elements. I call Mr. Stuart  
25 Mallone.

1                   STUART MALLONE, having been duly sworn   45a  
2 according to law, testified as follows:

3                   DIRECT EXAMINATION

4 BY MR. BURSTEIN:

5           Q       Will you state your full name and address?

6           A       Stuart Mallone, RD3, Coatesville, Pennsylvania.

7           Q       By what company are you employed?

8           A       Pennsylvania Truck Lines.

9           Q       In what capacity?

10          A       Director of labor relations.

11          Q       How long have you held that position?

12          A       For about two months, and I have been employed  
13 by the company for over two years.

14          Q       What are your duties as director of labor  
15 relations?

16          A       I work directly for Gerald LeClaire, vice  
17 president of labor relations and personnel and safety,  
18 and I handle grievance matters, negotiations, and various  
19 and sundry things that deal with contractual employees of  
20 the company.

21          Q       I take it you are familiar with the National  
22 Master Freight agreement and the local agreement?

23          A       Yes.

24          Q       Will you describe briefly the business of  
25 Pennsylvania Truck Lines?

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1           A       That is a wholly oned subsidiary of Conrail.  
2 It is registered as a common carrier in the trucking industry.  
3 It has a multitude of facets to it.

4           Q       Does it hold operating authority issued by  
5 the ICC?

6           A       Yes.

7           Q       Does it serve Conrail at various railheads  
8 of Conrail?

9           A       Yes. It mans the terminals and it moves  
10 Conrail's freight between its stations, and it services  
11 Conrail customers in many locations.

12          Q       Where is the Pittsburgh terminal?

13          A       2300 Bigler Street.

14          Q       Will you describe the nature of that facility?

15          A       The area is a trailer installation. It is  
16 what we call a circus ramp in that trailers are raised on  
17 and off flat cars which we call piggy-back. That is a  
18 trail-van.

19          Q       Trailer on flat car operation?

20          A       Yes. There are only two vans or two trailers  
21 on a flat car.

22          Q       And other terminals might provide some local  
23 cartage?

24          A       Y s.

25          Q       You don't provide that in Pittsburgh?

1 A No.

2 Q Describe generally what happens when a train  
3 comes in, a trail-van comes in, with the containers.

4 A Conrail people bring the train into the ramp  
5 area which is manned and operated by Pennsylvania Truck  
6 Lines.

7 They take the yard tractors and offload the trains,  
8 and they are responsible for removing the trailers from the  
9 cars.

10 Q That would be inbound freight?

11 A Yes.

12 Q And if a trailer containing general merchandise  
13 was offloaded at Pittsburgh terminal, is it fair to say  
14 the consignee would arrange to have it picked up by an  
15 independent truck or own truck?

16 A Yes.

17 Q Are there outbound trailers handled?

18 A Yes. Conversely the equipment comes in  
19 by outside train or company owned equipment. It is then  
20 put on the train by Pennsylvania Truck Lines employees  
21 and equipment. Pittsburgh involves approximately 2300 loads  
22 a month.

23 Q The trailers which are both inbound and outbound,  
24 have a variety of origins and destinations?

25 A Yes.

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1 Q And is the operation at Pittsburgh terminal  
2 integrated with the operations of other railheads of Conrail?

3 A All across the system.

4 Q In the conduct of the operations at Pittsburgh,  
5 you employ drivers?

6 A Yes, we do.

7 Q Who have been members of defendant Teamsters  
8 local?

9 A Yes, 249

10 Q How long have they had an agreement with the  
11 International Brotherhood of Teamsters?

12 A Since the existence of Conrail in 1976, and  
13 prior to that with the old Penn Central.

14 Q Would you briefly describe the nature of the  
15 traffic or commodities handled by Conrail in bringing them  
16 in or shipping them out by Pennsylvania Truck Lines?

17 A The Pittsburgh terminal is not unlike any  
18 other terminal within Conrail. It handles a great deal of  
19 mail, a great deal of UPS freight, perishable freight,  
20 general freight of all kinds.

21 Q Food stuffs?

22 A Yes.

23 Q Seasonal merchandise?

24 A Yes, very much so.

25 Q And the mail?



1           A       Yes. The mail must be at a destination  
2 in a certain point of time. UPS freight is bound by a  
3 contract.

4           Q       Does Conrail have an agreement with the United  
5 States Postal Service?

6           A       Yes. The second largest customer is the  
7 Postal Service. It is required in its contract to provide  
8 very timely service for the Postal Service.

9           Q       Is that the kind of containers and freight  
10 which you load or offload?

11          A       Yes. A great deal of volume of freight we  
12 handle in the Pittsburgh area is mail.

13          Q       Does your company have a substantial  
14 investment in the equipment for the handling of this container  
15 freight?

16          A       Yes. We have approximately ten vehicles in  
17 the Pittsburgh area, and they are very expensive.

18          Q       Tell us in a narrative way what occurred  
19 on or about Wednesday, July 8, 1982.

20          A       On July 8, 1982, I came in at about eight  
21 o'clock in the morning and had a phone call taken by a  
22 fellow worker at 7:50 a.m. from the Pittsburgh terminal that  
23 there were picket lines starting to form.

24                 I called the Pittsburgh terminal at about 8:10  
25 and talked to the assistant terminal manager, and he confirmed



1 that there were five pickets outside and a representative  
2 from local 249.

3 Q Were they carrying picket signs?

4 A Yes.

5 Q I show you exhibit 1 for identification. Will  
6 you identify the person on that photograph, the date when  
7 it was taken, and what the sign consisted of?

8 A Yes. The picture is of Whitey Clemens.

9 Q Who is he?

10 A Business agent for local 249 that is  
11 responsible for Pennsylvania Truck Lines in the Pittsburgh  
12 area.

13 Q What does the sign say?

14 A Strike. Employees on strike. Employees of  
15 Pennsylvania Truck Lines.

16 Q Does it have the number of the local?

17 A Local 249.

18 MR. BURSTEIN: I offer this in evidence, Your  
19 Honor.

20 THE COURT: Mr. Pass, if you are not taking  
21 part in this, I won't ask you, but do you desire not to take  
22 part?

23 MR. PASS: Yes, Your Honor.

24 THE COURT: All right. Admitted.

25 A Shortly after I got off the phone with our

1 Pittsburgh terminal --

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2 BY MR. BURSTEIN:

3 Q I suggest that you stay with the conversation  
4 without additional narrative. Tell the court the conversations  
5 you had with the representatives of the union.

6 A As far as the pickets or the phone conversations?

7 Q Conversations with pickets and representatives  
8 of the union. I don't want to give a long historical  
9 narration, but the nub.

10 A I told local 249 shortly after eight o'clock  
11 when I asked for the president, Charles Byrnes --

12 Q Did you know him?

13 A No. He was in Philadelphia at a meeting I  
14 was told. I tried to contact him in Philadelphia and  
15 didn't get hold of him. I requested to talk with Whitey  
16 Clemens, and the local told me he had left, and he was on  
17 his way over to the Pennsylvania Truck Lines.

18 I re-called the terminal to go out and please  
19 tell Mr. Clemens that I would like to talk to him and to  
20 please call me.

21 Clemens' response, apparently, was if you  
22 want to talk to me, you call me, that I'm going to stay  
23 on the picket line.

24 At approximately nine o'clock I called the  
25 terminal and talked and requested that Mr. Clemens come into

1 the trail-van terminal and talk to me. I asked Whitey  
2 why he was on strike in Pittsburgh, and he said because  
3 if you don't honor seniority you don't need any people.

4 I asked him what the problem was, and -- this is  
5 on Thursday morning.

6 Q Describe that incident.

7 A He described an incident on Wednesday of which  
8 there was a run around with a senior man who was not used  
9 and a junior man was used.

10 I said that I'm fully aware of that case, and  
11 if you do have a case on that, please take it up in the  
12 proper grievance machinery as outlined in the National  
13 Master Freight agreement.

14 He said, no, you are on strike until you pay  
15 the man a day's wages, and I'm not going to take these  
16 picket lines down.

17 Q Did he make a request that other bidmen be  
18 paid?

19 A Also to pay the other bidmen on the job that  
20 was cancelled on Wednesday for the remainder of the week.

21 Q What did you say?

22 A If you have a grievance problem, please  
23 take it up in accordance with our contract and the normal  
24 grievance machinery.

25 He said I'm not going to belabor the point.

1 He said you are on strike.

2 I went over and told him to please follow the  
3 normal procedures, and he said no, and I said did you authorize  
4 the strike, and he said I called the strike, if that's what  
5 you want to call authorization, yes, I did it, and if there  
6 is any trouble I'll take the trouble.

7 At that he hung up the phone and left.

8 Q What happened after that?

9 A I sent three telegrams.

10 MR. BURSTEIN: The telegrams are attached to  
11 the complaint as exhibits. I'll have them marked as a  
12 single exhibit. This is exhibit 2 for identification  
13 consisting of four sheets.

14 BY MR. BURSTEIN:

15 Q I show you exhibit 2 for identification.  
16 Describe to the court what those documents are.

17 A We haven't gotten the confirmation which comes  
18 back on the telegrams. I did make up these, and put in the  
19 appropriate names and addresses. These were sent out.

20 Q To save time, are these telegrams offering the  
21 union to arbitrate?

22 A Yes.

23 Q And to the Eastern Conference advising  
24 that the -- advising the Teamsters of this telegram?

25 A Yes.

1 Q And to the employees requesting that they  
2 return to work?

3 A Well, the third telegram is sent to Walter  
4 Shea, who is in charge.

5 Q Assistant to the International president?

6 A Yes.

7 Q In charge of the negotiations for the  
8 National Committee?

9 A Yes.

10 Q And telegrams to the individuals on the  
11 picket line?

12 A Yes.

13 Q Requesting that they return to work?

14 A Yes.

15 MR. BURSTEIN: I offer these in evidence.  
16 I'll show them to counsel.

17 THE COURT: It is not necessary to do that.  
18 He is not part of the hearing. It is admitted.

19 BY MR. BURSTEIN:

20 Q What happened after the telegrams were sent?

21 A I got in touch with Fleming Campbell with the  
22 Eastern Conference of the Union as a representative. I  
23 tried to reach Joe Teratoa. Joe wasn't available. He was  
24 out. Campbell is his righthand man. I advised Campbell  
25 of the strike. Campbell told me it was not sanctioned by



1 the International, and that it was a wildcat strike, and he  
2 would wait until the telegrams had been sent and he would  
3 try to bring action.

4 I also got in touch with Chuck Gagner. He is  
5 the co-chairman of the National Negotiating Committee.  
6 I talked to him in Buffalo and told him of the situation.  
7 Chuck said it is not sanctioned and that they probably would  
8 have to go into court.

9 Q Did you hear from any representatives of the  
10 union?

11 A No. About one o'clock I got a call from  
12 Charlie Byrnes, president of 249. I left word at the local  
13 115. He did return my call.

14 I told him we have a strike action going on  
15 in Pittsburgh that is not authorized, what do you know about  
16 it? He said I know absolutely nothing about it.

17 I said well, you are a business agent. Whitey  
18 Clemens pulled a wildcat strike which is very harmful to  
19 Pennsylvania Truck Lines and to Conrail, and it has completely  
20 shut down and we are losing a lot of business.

21 I said we have perishables that need delivered  
22 and we have mail tied up, and we are acting like a bunch of  
23 school boys. I said there is a problem that should be  
24 handled in the negotiating committee and through the general  
25 grievance procedure, and I wanted him to stop the strike



1 immediately. Charlie said he would call me right back, and  
2 he would find out what was going on.

3 About an hour later Byrnes called me and he  
4 said I can't stop those men; I'm down here in Philadelphia,  
5 and the issue is over a day's pay. You pay Woody Mudd one  
6 day's pay for lost earnings Wednesday and I'll take the  
7 pickets down. I said no.

8 He said you can go to the grievance and  
9 get your money back later. I said if you have a problem  
10 with grievances, you handle them in the normal fashion.  
11 This is an unauthorized strike and I want it stopped.

12 He said he was sorry, he can't do anything  
13 about it. He said I'm in Philadelphia. He called me at  
14 approximately three o'clock. He said I will take the pickets  
15 down if you agree to handle the grievance that we have in  
16 the normal fashion of the procedure and that you will take  
17 no action against the strikers.

18 Our answer was no, that they are to remove  
19 the pickets and that if there is grievance work to be done  
20 it shall be handled in accordance with the agreement that  
21 we have, and he said everybody takes their best stand.

22 Q Is that the end of the conversation?

23 A Yes.

24 Q At any time up to the date of this work  
25 stoppage did anybody at the union say there was no collective

1 bargaining agreement between the Pennsylvania Truck Lines  
2 and the union and the International Brotherhood?

3 A No, sir.

4 Q Did Byrnes say to you that the strike was  
5 because there was no contract in effect?

6 A He hinted that there a number of trucking  
7 companies that did not sign collective bargaining, also  
8 with the National Master Freight agreement. He hinted  
9 that his Pittsburgh people would probably not want to be a  
10 part of the agreement.

11 I stopped Mr. Byrnes and said if you have  
12 a problem with your International, that is between you and  
13 the International, and not between Pennsylvania Truck Lines.

14 Q Do you know if the defendant union was  
15 represented at the negotiations for the National railhead  
16 rider?

17 A Yes.

18 Q Between April 1 and July 8 were there  
19 any grievances that arose at the terminal at Pittsburgh?

20 A Yes, two pending.

21 Q Are they pending against the grievance  
22 committee?

23 A Yes.

24 Q In accordance with the collective bargaining  
25 agreement?

1 A Yes.

2 Q Submitted to the joint committee as provided  
3 for in the agreement

4 A Yes.

5 Q Did anybody suggest that they could strike  
6 rather than submit it to the committee under the contract?

7 A No.

8 Q You say two are presently pending?

9 A Yes, sir.

10 Q Tell the court the effect of the impact of  
11 this wildcat strike on the operations of Pennsylvania Truck  
12 Lines and customers, and what occurred, and detail the  
13 experiences with the mail.

14 A Because our volume is about 2300 trailers  
15 a month, and Thursdays and Fridays are historically large  
16 days in the shipping of business, we have perishables tied  
17 up at the terminal.

18 We have mail tied up at the terminal. We  
19 have UPS freight tied up, and it has created a major  
20 problem for the Pennsylvania Truck Lines as far as goodwill  
21 with its customers, and more importantly, Conrail, which is  
22 the operator and owner of the rail system which these  
23 people are shipping by, although Pennsylvania Truck Lines  
24 are a wholly owned subsidiary of Conrail, it is in essence  
25 a vendor, and right now Pennsylvania Truck Lines is in great

1 harm of having its contract removed from the Pittsburgh  
2 area by Conrail.

3 Q Is it a fact that at certain stations and  
4 railheads, Conrail is served by independent truckers not  
5 affiliated with Pennsylvania Truck Lines?

6 A Yes. There are a number where Pennsylvania  
7 Truck Lines has an outside vendor.

8 We have lost the contract.

9 Q Is there anything that prevents Conrail  
10 terminating the agreement with Pennsylvania Truck Lines?

11 A Nothing whatsoever.

12 Q What happened with the mail that came into  
13 the railhead and what happened to the containers with that  
14 mail?

15 A There were two loads that come after the  
16 mail drivers, about nine 'clock in the morning -- the two  
17 drivers were stopped at the picket lines, and they were  
18 apparently yelled at by these picketeers, got scared, and  
19 left.

20 About 9:30, Mr. Conroy, who is a mail supervisor  
21 and inspector, came over and talked to Mr. Clemens and  
22 picketeers and told them there were federal laws against  
23 anybody restricting the movement of mail.

24 There were statements that they are not  
25 obstructing mail, but just covering their bread and butter, and

1 if you take a load out, a railroad tie will fall from  
2 an overhead bridge and go through your windshield.

3 Q Has there been violence?

4 A We have had several instances of violence.  
5 Pennsylvania Truck Lines has had all the tires slashed on  
6 all its vehicles, since yesterday, and we had an instance  
7 last night where a maintenance supervisor came into the  
8 terminal at 11:30 last night.

9 He was threatened with bodily harm at the  
10 gates by the picketers, and the tires of the truck were  
11 slashed.

12 There are Conrail police on hand. There is  
13 a lot of jeering. We had two stantions which raised the  
14 trailers on the trains solen.

15 Q They are not there?

16 A The police are there, but the terminal is  
17 such that it is pretty hard to protect.

18 Q Are they stantions for the operation of the  
19 rail cars?

20 A You can't run the operation if you don't have  
21 the two stantions.

22 Q What freight remains in the yard?

23 A All of the general freight other than a couple  
24 of loads of mail that they haven't been able to get out.

25 Q They had to bring the mail back to the post



1 office?

2 A Yes, because the yard is closed and no work  
3 can be performed.

4 Q What about perishables?

5 A We still have perishables in the yard that  
6 Conrail and Pennsylvania Truck Lines will be responsible for.

7 Q And Pennsylvania Truck Lines is a common  
8 carrier in its own right?

9 A Yes, sir.

10 Q And holds a certificate from the ICC?

11 A Yes, and bound by all the laws.

12 Q Are you threatened with lawsuits because of  
13 the failure of performance with your common carrier duties?

14 A Yes.

15 Q Are you threatened with the loss of business  
16 from these customers?

17 A Yes. Conrail is hopping mad because they  
18 are getting the same routine through their customers.

19 Q Is Pennsylvania Truck Lines prepared to go to  
20 arbitration immediately?

21 A Yes, and we have sent in the telegram where  
22 we told them just that.

23 Q In terms of the one day's wages, how much is  
24 that in dollars?

25 A \$102 approximately.



1 Q And what is the value of the freight which  
2 is being held up in the yard?

3 A Thousands and thousands of dollars.

4 Q How about the cost of operating the yard  
5 that the Pennsylvania Trucks Line personnel -- are  
6 they performing any services?

7 A We have a number of employees, and it is  
8 costing us in the neighborhood of all the mechanics of about  
9 \$5000 a day easily.

10 Q If the picket lines continue, will you be able  
11 to open?

12 A No. This is very, very bad for the railroad  
13 and extremely bad for the trucking company.

14 Q The interruption at the railhead, has it had  
15 any impact on operations at other terminals?

16 A The entire system.

17 Q Because the train operates system-wide?

18 A Yes. They load and offload through  
19 Pittsburgh.

20 MR. BURSTEIN: I have nothing further.

21 THE COURT: Do I have the notice served by  
22 the union of their desire to negotiate? Do I have a copy  
23 of that?

24 MR. BURSTEIN: I don't have that. That was  
25 served by the International, not this local. There was a

1 notice served by the International suggesting that page  
2 38 does indicate the manner in which the parties are to continue  
3 to negotiate.

4 They talk about the grievance procedure, and  
5 I call your attention to the language that appears in the  
6 first full paragraph. The submission of disputes at this  
7 time to the same arbitration procedure itself is clear  
8 evidence that there was a continuing agreement, that it has  
9 not been cancelled.

10 THE COURT: Is Pennsylvania Truck Lines continuing  
11 to make contributions to pensions and welfare funds?

12 THE WITNESS: Yes, sir.

13 MR. BURSTEIN: As a matter of law it is illegal  
14 to make contributions unless there is an agreement, and they  
15 can't accept those contributions unless there is an  
16 agreement.

17 THE COURT: If there are no further questions, you  
18 may step down. I'm going to mark this copy that I have of  
19 the Master agreement as a court exhibit, and include it in  
20 the record.

21 MR. BURSTEIN: There is a rider that you ought to  
22 have for completeness.

23 THE COURT: Is there any particular part of the  
24 rider that you feel relevant to the matter?

25 MR. BURSTEIN: No, Your Honor. The local riders

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1 are adopted by local unions.

2 THE COURT: And we will mark this rider as a court  
3 exhibit and include it in the record. Based upon the  
4 affidavits submitted by the plaintiff, and testimony given  
5 here in court, as well as based upon the provisions of the  
6 Master agreement, which has been made an exhibit in this  
7 case, it appears, first of all, that the provisions as  
8 stated in reading from article 8, section 2, on page 38, of  
9 the agreement, and this article is the arbitration section  
10 of the agreement, and in that article, section 2 on page 38,  
11 second paragraph provides that the provisions of the  
12 arbitration article shall continue to apply during that  
13 period of time between the expiration of this agreement  
14 and the conclusion of a negotiation or effective date of  
15 the successor agreement, whichever occurs later.

16 I find that that provision continues the arbitration  
17 requirements of the contract in effect during periods of  
18 negotiations and until a successor agreement is negotiated.

19 Therefore, I find that the arbitration provisions  
20 of this Master agreement are in effect at the present time.

21 I also find from the affidavits and the evidence  
22 presented here in court that the dispute which is the cause  
23 of the present work stoppage is such a dispute that would be  
24 subject to the arbitration provisions of the agreement.

25 I find that the strike is not a result of the  
failure to negotiate a successor agreement, but of the

1 grievance which is subject to the provisions of the  
2 arbitration article of the agreement.

3 I further find that unless an injunction issue  
4 or unless a temporary restraining order issue, that the  
5 plaintiff is and will continue to suffer irreparable harm.

6 I find that the plaintiff employer will suffer  
7 more from the denial of such a temporary restraining order  
8 than will the union from its issuance which will require  
9 both parties to submit their dispute to arbitration.

10 Therefore, at this time I am entering the temporary  
11 restraining order.

12 MR. BURSTEIN: We do have a bond here as required.

13 THE COURT: I have a copy but it is not complete.  
14 We generally issue them in a greater amount, \$5000, and that  
15 is what we will enter here.

16 MR. BURSTEIN: We have a slight problem of  
17 authorization. Would you accept \$2500, and we will  
18 then, if necessary, provide additional bond?

19 THE COURT: Yes. According to the testimony the  
20 amount in dispute is one day's pay for one individual, and  
21 I would think that \$2500 would be satisfactory.

22 We are going to set the hearing on the preliminary  
23 injunction for 2:00 p.m. on Thursday, July 15, 1982.

24 MR. PASS: The rules require a hearing prior to  
25 Thursday.

66a

1 THE COURT: On what basis?

2 MR. PASS: I was under the impression that the rule  
3 provides that the temporary restraining order is entered  
4 for three days.

5 THE COURT: Ten days.

6 MR. PASS: I would urge the court to have a hearing  
7 on Monday. I believe that the amount of damage is going to  
8 be increased everyday because the injunction is improperly  
9 issued, and there is no contract.

10 THE COURT: It is scheduled for Thursday at  
11 2:00 p.m.

12 MR. PASS: Thank you.

13 MR. BURSTEIN: There is a matter of service. I  
14 request the right to serve him as counsel for the union.

15 THE COURT: You have time to service on the union  
16 now. You have been given notice. You have already given  
17 notice, and I am finding on the record at this time that you  
18 have given proper notice so as to allow the issuance of this  
19 temporary restraining order.

20 You certainly have plenty of time and Thursday to  
21 serve the union by the usual methods of service so they may  
22 appear at the hearing next Thursday.

23 MR. BURSTEIN: I agree, but the problem is that  
24 tomorrow is a Saturday, and then Sunday, and we operate  
25 seven days a week, and finding a union representative



1 or anybody on Saturday or Sunday --

2 THE COURT: I don't see a problem with serving it  
3 on Monday. I am taking out the word "defendant's counsel"  
4 so it will read "defendant" and we will set the date for  
5 service no later than 5:00 p.m. Monday, July 12, and that  
6 gives you all day Monday to serve it on the defendant.

7 MR. BURSTEIN: We will file a proper order requesting  
8 instead of the marshal serving that we can have individuals --

9 THE COURT: Our clerk's office is authorized to  
10 sign it. You don't need a court order.

11 MR. BRAVER: But the court doesn't have a problem  
12 if we proceed as already signed.

13 THE COURT: No. The clerk's office has authority  
14 to sign it. We wanted to make sure.

15 MR. BRAVER: May we have permission to serve a  
16 conformed copy on the union?

17 THE COURT: Yes. I think that is all that is  
18 required. If there is nothing further, we will adjourn.

19 -----

20 (Court adjourned at 5:30 p.m.)

21 ---

22 I hereby certify that the foregoing is an accurate  
23 transcript of the proceedings.  
24 *J. G. Smith*  
25 Official Reporter



## LIST OF EXHIBITS

DATE OF TRIAL 7/9/62

TITLE

CASE NUMBER 92-1326

LARGES

VS.

### DEFENDANTS

Pennsylvania Truck  
Lines

Lincoln No. 247

**ATTORNEYS**

## DEFENDANTS

PLAINTIFFS

Herbert Bernstein

Samuel Butler

Bruce McCullough

**COURT REPORTER**

John Goodworth

~~RECEIVED~~ CLERK

Susah yoh

EXHIBITS

50 30 40

NO 10

✓	✓	photo business agent house 249 w/ pocket sign
---	---	--

۱۰۰

mastering went w  
local rider

2	✓	✓	telegrams re strike
---	---	---	---------------------

2 ✓ ✓



# NATIONAL MASTER FREIGHT AGREEMENT

— and —

TEAMSTERS JOINT COUNCIL

NO. 40

FREIGHT COUNCIL

SUPPLEMENTAL AGREEMENT



For the Period  
April 1, 1979 to March 31, 1982



70a

**NATIONAL  
MASTER FREIGHT  
AGREEMENT**

*Covering*  
**OVER-THE-ROAD**  
*and*  
**LOCAL CARTAGE**  
**EMPLOYEES OF PRIVATE,**  
**COMMON, CONTRACT AND**  
**LOCAL CARTAGE CARRIERS**

**For the Period of**  
**APRIL 1, 1979**  
**through**  
**MARCH 31, 1982**

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Supplemental Index - (back of book)

# **NATIONAL MASTER FREIGHT AGREEMENT COVERING OVER-THE-ROAD AND LOCAL CARTAGE EMPLOYEES OF PRIVATE, COMMON, CONTRACT AND LOCAL CARTAGE CARRIERS**

for the period of

April 1, 1979 through March 31, 1982

covering:

operations in, between and over all of the states,  
territories and possessions of the United States, and  
operations into and out of all contiguous territory.

The .....  
(Company or Association)

hereinafter referred to as the "EMPLOYER," and the TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, and Local Union No. .... which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, agree to be bound by the terms and conditions of this Agreement.



**ARTICLE 1.**

**Parties  
to the  
Agreement**

**Section 1.**

**Employers  
Covered**

The Employer consists of Associations, members of Associations who have given their authorization to the Associations to represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signatory to this Agreement and Supplemental Agreements as hereinafter set forth. The signatory Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signatory Associations enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations.

**Section 2.**

**Unions  
Covered**

The union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters National Freight Industry Negotiating Committee representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

**Section 3.**

**Transfer of  
Company  
Title or  
Interest**

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, trans-

fer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual run or runs, or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement, excluding bidders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

When a signatory to this Agreement purchases rights from another signatory, the provisions of Article 5 shall apply. The applicable lay-off provisions of this Agreement shall apply. When rights are sold to a non-signatory to this Agreement, and such purchaser is the sole bidder, the provisions of this Agreement shall not apply. However, in the event of multiple bids, one or more of such bidders being signatory to this Agreement, and the seller elects to sell to a non-signatory, then all of the provisions of Article 1, Section 3, shall apply.

(Article 1, Section 3, cont.)

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

## ARTICLE 2.

### Scope of Agreement

### Section 1.

### Master Agreement

The execution of this National Master Freight Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto.

### Section 2.

### Supplements to Master Agreement

(a) There are several segments of the trucking industry covered by this Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement.

All such Supplemental Agreements are made and controlled by the terms of this Master Agreement, and are sometimes referred to herein as "Supplemental Agreements."

All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement.

(b) The parties shall establish four Conference Area Iron and Steel Agreements supplemental to the National Master Freight Agreement.

(c) Each Conference Joint Area Committee shall establish a Local and Short Haul Committee which, upon written proposal from any local and/or short haul carrier, shall resolve the issues. If the Committee cannot resolve the issues presented in the proposal, the matter can be referred to a Local and Short Haul Subcommittee of the National Grievance Committee for final determination. The Conference Area Committees shall develop rules and procedures for the operation of this Subcommittee.

(d) The jurisdiction covered by the National Master Freight Agreement and its various Supplements thereto includes, without limitation, stuffing, stripping, loading and discharging of cargo or containers. This does not include loading or discharging of cargo or containers to or from vessels except in those instances where such work is presently being performed. Existing practices, rules and understandings, between the Employer and the Union, with respect to this work shall continue except to the extent modified by mutual agreement.

## (Article 2, cont.)

Section 3.  
Non-Covered  
Units

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

Card  
Check—  
Office  
and Shop  
Supple-  
mental  
Agreement

- (a) When a majority of the eligible employees performing work covered by an Agreement designated by the National Negotiating Committee to be Supplemental to the National Master Freight Agreement (to which their Employer is a prior signator in the case of designated office and garage supplements) execute a card authorizing a signatory Local Union to represent them as their collective bargaining agent at the terminal location, then, such employees shall automatically be covered by this Agreement and the applicable Supplemental Agreements. If an Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board or any mutually agreed upon process for determination, and such determination results in certification or recognition of the Union, all benefits of this Agreement and applicable Supplements shall be retroactive to the date of demand for recognition. In such cases the parties may by mutual agreement negotiate wages and conditions, subject to Conference Joint Area Committee approval.

Additions  
to  
Operations-  
Over-The-  
Road and  
Local  
Cartage  
Supple-  
mental  
Agreement

- (b) Notwithstanding the foregoing paragraph, the provisions of the National Master Freight Agreement and the applicable over-the-road and local cartage Supplemental Agreements shall be applied, without evidence of Union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are utilized as a part of such current operation, and newly established terminals and consolidations of terminals utilized as part of such current operation. The provisions of Article 22 (Subcontracting) shall apply to this paragraph. Extensions or additions to current operations, etc., which adjoin and are utilized as a part of such current operation shall be subject to the jurisdiction of the appropriate Change of Operations Committee for the purpose of determining whether the provisions of Article 8, Sec. 6. (Change of Operations) apply and, if so, to what extent.

Section 4.  
Single  
Bargaining  
Unit

The employees, unions, employers and associations covered under this Master Agreement and the various Supplements thereto shall constitute one bargaining unit and contract. It is understood that the printing of this Master Agreement and the aforesaid Supplements in separate Agreements is for convenience only and is not intended to create separate bargaining units. This National Master Agreement applies to city and road operations, and other classifications of employment authorized by the signatory employers to be represented by Trucking Management, Inc. and

(Article 2, Section 4, cont.)

3. by other employers and Associations participating in national collective bargaining. The common problems and interests, with respect to basic terms and conditions of employment, have resulted in the creation of the National Master Freight Agreement and the respective Supplemental Agreements. Accordingly, the Associations and employers, parties to this Agreement, acknowledge that they constitute a single national multi-employer collective bargaining unit, composed of the associations named hereinafter and those employers authorizing such associations to represent them for the purpose of collective bargaining, and solely to the extent of such authorization, and such other individual employers which have, or may, become parties to this Agreement.

Section 2.

Riders

Riders to this Agreement providing for better wages, hours, and working conditions for employees which have been negotiated by Local Unions and Employers affected and put into effect, shall be continued, and shall be improved wherever required by the 1979 amendments to this Agreement except as to those better Riders which by agreement of the parties are subject to mutual agreement and adjustment on the supplemental area level. Riders, as improved, shall be submitted to the Conference Joint Area Committee for approval. If the parties cannot agree on the terms of such Rider, the Conference Joint Area Committee may establish such terms.

4. No new Riders to this Agreement shall be negotiated unless approved by the

Conference Joint Area Committee, if confined to that Conference Area, or by the National Grievance Committee if applicable to more than one Conference Area.

Riders to this Agreement and to Supplements thereto between Local Unions and Employers that do not meet the standards set forth in the National Master Agreement and Supplements thereto, shall be continued pending negotiations for amendment of such Riders which negotiations shall be conducted and concluded within ninety (90) days after May 18, 1979. In the event no agreement is concluded, the matter shall be referred during such period to the Conference Joint Area Committee, if confined to that Conference Area, or to the National Grievance Committee if applicable to more than one Conference Area, for final disposition. Any substandard Riders not submitted, or submitted and not approved, shall be null and void.

The Conference Joint Area Committee or the National Grievance Committee as provided shall resolve all disputes on Riders or Supplements by either establishing the terms of such Riders or by modifying them completely. However, wage and monetary matters negotiated in this Agreement shall become effective April 1, 1979.

ARTICLE 3.

Recognition,  
Union  
Shop and  
Check-Off  
Section 1.

(a) The Employer recognizes and acknowledges that the National Union Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees in



(Article 3, Section 1, cont.)

**Recognition**

the classifications of work covered by this Master Agreement, and those Supplements thereto approved by the National Negotiating Commission for the purpose of collective bargaining as provided by the National Labor Relations Act.

Subject to Article 2, Section 3 (Non-Covered Units), this provision shall apply to all present and subsequently acquired over-the-road and local cartage operations and terminals of the Employer.

This provision shall not apply to wholly-owned and wholly independently operated subsidiaries which are not under contract with local IBT unions. "Wholly independently operated" means, among other things, that there shall be no interchange of freight, equipment or personnel, or common use, in whole or in part, of equipment, terminals, property, personnel or rights.

**Union Shop**

- (b) All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment

or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

**Hiring**

- (c) When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. Violations of this Subsection shall be subject to the Grievance Committee.

**State Law**

- (d) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall be first met.

**Agency  
Shop**

**(Article 3, Section 1, cont.)**

(e) If any agency shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:

(1) Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

(2) Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and as-

sume his fair share of the obligations along with the grant of equal benefits contained in this Agreement.

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

**Savings  
Clause**

(f) If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State Law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.



<b>Employer Recommendation</b>	<p>(Article 3, Section 1, cont.)</p> <p>(g) In those instances where subsection (b) hereof may not be validly applied, the Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.</p>
<b>Future Law</b>	<p>(h) To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended to embody the greater Union security provisions contained in the 1947-1949 Central States Area Over-the-Road Motor Freight Agreement, or to apply or become effective in situations not now permitted by law.</p>
<b>No Violation of Law</b>	<p>(i) Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.</p>
<b>Section 2. Probationary and Casual Employees</b>	<p>A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty-day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the</p>

purpose of evading this Agreement or discriminating against Union members. The Union and the Employer may agree to extend the probationary period for no more than thirty (30) days but the probationary employee must agree to such extension in writing. After thirty days, the employee shall be placed on the regular seniority list. In case of discipline within the thirty-day period, the Employer shall notify the Local Union in writing. Any employee hired as a casual or part-time worker shall not become a seniority employee under these provisions where it has been agreed by Employer and Union that he was hired for casual or part-time work. The words "casual" or "part-time" as used herein are meant to cover situations such as replacement for absenteeism. Any employee hired as a casual or part-time worker shall not become a seniority employee until he meets the requirements of the appropriate Supplemental Agreement under which he is employed. If employees are hired through an employment agency, the Employer is to pay the employment agency fee. However, if the Local Union was given equal opportunity to furnish employees under Article 3, Section (1)(c), and if the employee is retained through the probationary period, the fee need not be paid until the 31st day of employment.

**Section 2. Check-Off** The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agree to remit to said Local

**(Article 3, Section 2, cont.)**

Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Check-off shall be on a monthly or quarterly basis at the option of the Union.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from an appropriate Local Union, he shall remit same no later than thirty (30) days from the date such deduction was made and in the event he fails to do so, he shall be assessed ten percent (10%) liquidated damages.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings dur-

ing that week, or is on leave of absence, the employee must make arrangements with the Local Union and/or the Employer to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

In the event that an Employer has been determined to be in violation of this Article by the decision of an appropriate grievance committee, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

**Section 4.**

**Work  
Assign-  
ments**

The Employers agree to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units. This is not to interfere with bona fide contracts with bona fide unions.

**Section 5.**

The term "Local Union" as used herein refers to the IFT Local Union which

(Article 3, Section 2, cont.)

represents the employees of the particular Employer for the purpose of collective bargaining at the particular place or places of business to which this Agreement and the Supplements thereto are applicable, unless, by agreement of the Local Union involved, or a Change of Operations Committee, or a Jurisdictional award under Article 30 herein, jurisdiction over such employees, or any number of them, has been transferred to some other Local Union, in which case the term Local Union as used herein shall refer to such other Local Unions. Nothing herein contained shall be construed to alter the multi-employer, multi-union unit or single contract status of this Agreement.

#### ARTICLE 4.

##### Stewards

The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates as designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate Local Union action;

(c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message and information;

- (1) have been reduced to writing; or,
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward or his designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

The job steward or his designated alternate shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the

(Article 4, cont.)

ployer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Job Steward's or his designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Job steward."

## ARTICLE 5.

### Section 1. Seniority Rights

Terminal seniority rights for employees shall prevail, unless the Supplemental or other provisions of this Agreement provide specifically to the contrary. Seniority shall only be broken by discharge, voluntary quit, more than three (3) years layoff, or for such greater period than three (3) years as a Change of Operations Committee may direct during the third year as provided in Article 4, Section 6, herein, or as provided in any applicable provision of the Supplemental Agreements. The extent to which seniority shall be applied and accrued as well as the methods and procedures of such application shall be clearly set forth in each of the Supplemental Agreements. This Section is also subject to provisions of this Agreement relating to Change of Operations and Mergers of Companies as hereinafter provided.

### Section 2. Mergers of Companies— General

(a) In the event the Employer acquires or acquires and operates the business of another private, contract, common or carriage carrier, or is a party to a merger of lines, the seniority of the employees who are affected thereby shall be determined

by mutual agreement between the Employer and the Local Unions involved.

In the application of this Section, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. Further, it is also immaterial whether the transaction involves merely the purchase of stock of one corporation by another, with two separate corporations continuing in existence.

### Combining of (b) Terminals or Operations as a result of Merger of Companies

### Active Seniority List

In the application of this Section, when terminals or operations of two or more companies are combined, as referred to above, the following general rules shall be applied by the Employer and the Local Unions, which general rules are subject to modification pursuant to the provisions of Section 4 of this Article:

(1) The active employee seniority rosters (excluding those employees on letter of layoff) shall be " dovetailed " by appropriate classification (i.e., road or city) in the order of each employee's full continuous classification (road or city) seniority date that the employee is currently exercising. (The term "continuous classification seniority" as used herein is defined as that seniority which the employee is currently exercising and has not been broken in the manner provided in Section 1 of this Article or by voluntary changes in domicile not directed, approved or ordered by a Change of Operations Committee.) The active



(Article 6, Section 2, cont.)

"dovetailed" seniority roster shall be utilized first and until exhausted to provide employment at such combined terminal or operational location.

Layoff  
Seniority  
List

- (2) In addition, the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes. Seniority rosters previously combining job classifications shall be continued unless otherwise agreed.

Temporary  
Authority

- (c) Where only temporary authority is granted in connection with any of the transactions described above then separate seniority lists shall continue only when terminals or operations are not merged, unless otherwise agreed. The Employer which is to survive will assume the obligations of both collective bargaining agreements during the period of the temporary authority.

Purchase  
of Rights

- (d) If a merger, purchase, acquisition, sale, etc., constitutes merely the acquisition of permits or rights, with-

out the purchase or acquisition of equipment or terminals, or in the event of the purchase of rights during bankruptcy proceedings, the following shall apply:

Where the purchasing Company has a terminal operation at the domicile of the employees of the Seller, the employees of the selling company shall be placed on a master seniority list, and the purchasing company or companies shall hire, after recall of the purchasing company's employees from layoff, such employees as needed for regular employment within the first twelve (12) calendar months after purchase or acquisition of permits and/or rights, and they shall be dovetailed with full seniority. If an employee refuses a bona fide offer of regular work opportunity with any of the purchasing companies, his name shall be removed from the list. No employee hired under this provision shall be required to serve a probationary period. After the expiration of the aforementioned twelve (12) calendar month period, the purchaser shall have no further obligation to the employees of the Seller.

However, if the purchasing or acquiring Company does not have and/or continue a terminal or operation at the domicile of the employees of the Seller, resulting in their layoff, such Employer shall place the laid-off employees on a Master Seniority list and such Employer shall, if and when additional regular employees are required, within a twelve

(Article 8, Section 2, cont.)

(12) calendar month period after purchase or acquisition, and providing its employees on layoff have been recalled, offer employment to such laid-off employees at the terminal locations or operations to which the work has been transferred. Any such laid-off employee accepting transfer shall be dovetailed in accordance with their terminal seniority for work purposes, including layoff, and holding Company seniority for all fringes. If an employee refuses a bona fide offer of regular work opportunity with any of the purchasing Companies, his name shall be removed from the list. No employee hired under this provision shall be required to serve a probationary period. After the expiration date of the aforementioned twelve (12) calendar month period, the purchaser shall have no further obligation to the employees of the Seller. The transferring employee shall be responsible for lodging and moving expenses.

Exclusive  
Cartage  
Operations

- (a) If in connection with the transactions described in these rules the successor Employer determines to discontinue the use of a Local Cartage Company, the employees of that Local Cartage Company who have worked exclusively on the pickup and delivery service which is retained by the successor Employer shall be given opportunity to continue to perform such service as an employee of such successor Em-

ployer, and shall have their seniority "dovetailed" as described in the above rules.

Committee  
Authority

- (f) Area and/or State Committees created pursuant to Local Supplements which have previously established rules of seniority, not contrary to the provisions of such Supplements, and approved by the Joint Area Committee, may continue to apply such rules if such rules are reduced to writing.

Section 3.  
Equipment  
Purchase

- (a) The Employer shall not require as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment, or that any employees purchase or assume any proprietary interest or other obligation in the business. The requirements of this provision shall be maintained during the renegotiation of this Agreement unless either party has terminated the Agreement in the manner provided.

Highest  
Rates  
Prevail

- (b) If the minimum wage, hour and working conditions in the Company absorbed differ from those minimums set forth in this Agreement and Supplements thereto, the higher of the two shall remain in effect for the man so absorbed.

Cutting  
Seniority  
Board

- (c) The Union reserves the right to cut the road seniority board when the average weekly earnings fall to \$275.00 or less. This is not to be construed as imposing a limitation on earnings. After the Union notifies



**(Article 4, Section 3, cont.)**

the Employer to cut the board and in the event that Employer refuses, the Union shall immediately submit the matter to the grievance procedure. In determining whether average weekly earnings will fall to \$275.00 or less, only the earnings of the lower twenty-five per cent (25%) of the drivers on the seniority board, counting from the bottom up, shall be considered. The average shall be calculated for the thirty (30) day period preceding the Union's original request. After such calculation is made, the average earnings of the drivers for the top seventy-five per cent (75%) of the seniority board must also average more than \$275.00 per week, or lay-off shall be made in accordance with seniority. The above provisions shall also apply to extra board for sleeper drivers exclusively.

**Posting  
Seniority  
List**

- (d) The Union shall be entitled to a seniority list each six months upon request. The Employer shall post a seniority list at least once every twelve (12) months and shall maintain a seniority roster at the terminal. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

**Section 4.**

**Intent of  
Parties**

- (a) The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations will be presented which necessitate different application, modification or amendment. Accordingly, the parties acknowledge that questions of the application of seniority rights may arise which require different treatment and it is anticipated and understood that the Employers and Unions jointly involved and/or the respective grievance committees may mutually agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances.

- (b) In all instances, the disposition of questions involving the application of seniority rights made by the parties pursuant to this Section may be presented to the appropriate grievance committees provided herein whose decisions shall be final and binding.

**ARTICLE 6.**

**Section 1.**

**Maintenance of  
Standards**

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific pro-

(Article 6, Section 1, cont.)

visions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. If not corrected within ninety (90) days, such better condition shall remain in effect. However, a request for relief from such error may be filed in writing with the appropriate Conference Joint Area Committee, which by a majority vote, shall determine whether and in what manner such better terms and/or conditions resulting from such error shall be continued or eliminated.

No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement.

Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

(5) Section 2.

Extra  
Contract  
Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3.

Work  
Reduction

If either the Fair Labor Standards Act or the Hours of Service Regulations are subsequently amended so as to result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to amend those provisions which are affected. Thereafter the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution within sixty (60) days, or mutually agreed extensions thereof, after receipt of the stated written notice, either party shall be allowed economic recourse.

Section 4.

New  
Equipment

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after April 1, 1970, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

In the event agreement cannot be reached within sixty (60) days after date such equipment is put into use, the matter may be submitted to the National Grievance Committee for final disposition. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 7.

Local and  
Area  
Grievance  
Machinery

Provisions relating to Local, State and Area Grievance Machinery are set forth in the applicable Supplements to this Agreement.

It is mutually agreed that the procedures

(Article 7, cont.)

for processing complaints concerning matters of highway and equipment safety shall be incorporated in the applicable Supplemental Agreement, in accordance with the guidelines established by the Joint Industry-Union Committee provided for in Article 16.

The procedure set forth in the Local, State and Area grievance machinery and in the national grievance procedure may be invoked only by the authorized Union representative or the Employer. Authorized representatives of the Union may file grievances alleging violation of the Agreement, under local grievance procedure, or as provided herein. Time limitations regarding the filing of grievances, if not set forth in the respective Supplemental Agreements, must appear in the Rules of Procedure of the various grievance committees and shall apply equally to Employers and employees.

#### ARTICLE 8.

##### National Grievance Procedure

##### Section 1.

All grievances or questions of interpretations arising under this Master Agreement or Supplemental Agreements thereto shall be processed as set forth below. If such Supplemental Agreements provide for arbitration of discharges, such procedure shall be continued.

(a) All factual grievances or questions of interpretation arising under the provisions of the Supplemental Agreement (or factual grievances arising under the National Master Agreement), shall be processed in accordance with the grievance proce-

dures of the applicable Supplemental Agreement.

If upon the completion of the grievance procedure of the Supplemental Agreement the matter is deadlocked, the case shall be immediately forwarded to both the Employer and Union Secretaries of the National Grievance Committee, together with all pertinent files, evidence, records and committee transcripts.

Any request for interpretation of the National Master Agreement shall be submitted directly to the Conference Joint Area Committee for the making of a record on the matter, after which it shall be immediately referred to the National Grievance Committee. Such request shall be filed with both the Union and Employer Secretaries of the National Grievance Committee with a complete statement of the matter.

- (b) Any matter which has been referred pursuant to Section 1(a) above, or any question concerning the interpretation of the provisions contained in the Master Agreement, shall be submitted to a permanent National Grievance Committee which shall be composed of an equal number of Employer and Union representatives. The National Grievance Committee shall meet quarterly, for the disposition of grievances referred to it, or may meet at more frequent intervals, upon call of the Chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt

D.C.  
not  
refer

(Article 8, Section 1, cont.)

rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report, with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves the dispute by a majority vote of those present and voting, such decision shall be final and binding upon all parties. Cases involving discharge or suspension which are deadlocked by the National Grievance Committee may, by majority vote, be referred to arbitration. Procedures relating to such referrals shall be included in the Rules of Procedure of the National Grievance Committee.

If the National Grievance Committee is deadlocked on the disposition of the dispute, then either party shall be entitled to all lawful economic recourse to support its position in the matter. In considering factual disputes that are deadlocked or deadlocked questions of interpretation arising out of Supplemental Agreements, the decision of the National Grievance Committee shall be based solely on the provisions of the applicable Supplemental Agreement.

Section 2.

Work  
Stoppages

- (a) The parties agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, except as specifically provided in other Articles of

the National Master Freight Agreement, no work stoppage, slowdown, walkout or lockout shall be deemed to be permitted or authorized by this Agreement except:

- (1) failure to comply with a duly adopted majority decision of a grievance committee established by the National Master Freight Agreement or Supplemental Agreement;
- (2) a National Grievance Committee deadlock of a grievance rendered pursuant to the procedures provided herein;
- (3) failure to make health and welfare and pension payments in the manner required by the applicable Supplemental Agreement; and
- (4) refusal to pay the negotiated hourly and mileage increases provided by this Agreement, Supplements and Riders thereto. *only Cadeles*  
Hona fide disputes concerning such matters shall be presented to the grievance procedure. Hona fide disputes shall not include an inability to pay.

A "representation dispute" in circumstances under which the Employer is not required to recognize the Union under this Agreement is not subject to the grievance procedure herein and the provisions of this Article do not apply to such dispute. *W. J. G. J.*

The Local Union shall give the Employer a seventy-two (72) hour prior written notice of the Local Union's

(Article 2, Section 2, cont.)

authorization of strike action which notice shall specify the majority grievance committee decision or deadlocked National Grievance Committee decision providing the basis for such authorization. The Local Union shall comply with the provisions of the applicable Supplemental Agreement relating to strike action resulting from delinquencies in the payment of health and welfare or pension contributions.

- (b) It is mutually agreed that the Local Union will, within two weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives who will deal with the Employer, make commitments for the Local Union generally and, in particular, those individuals having the sole authority to act for the Local Union in calling or instituting strikes or any stoppages of work which are not in violation of this Agreement. The Local Union may from time to time amend its listing of authorized representatives by certified mail. The Local Union shall not authorize any work stoppage, slowdown, walkout, or cessation of work in violation of this Agreement. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work which is in violation of this Agreement the Union shall not be liable for damages resulting from such unauthorized acts of its members.

In the event of a work stoppage, slowdown, walkout or cessation of work, not permitted by the provisions of Article 2, Section 2(a), alleged to be in violation of this Agreement, the Employer shall immediately send a wire to the appropriate Area Conference to determine if such strike, etc., is authorized.

No strike, slowdown, walkout or cessation of work alleged to be in violation of this Agreement shall be deemed to be authorized unless notification thereof by telegram has been received by the Employer and Local Union from such Area Conference. If no response is received by the Employer within twenty-four (24) hours after request, excluding Saturday, Sunday and holidays, such strike, etc., shall be deemed to be unauthorized by the Area Conference for the purpose of this Agreement.

In the event of such unauthorized work stoppage or picket line, etc., in violation of this Agreement, the Local Union shall immediately make every effort to persuade the employees to commence the full performance of their duties and shall immediately inform the employees that the work stoppage and/or picket line is unauthorized and in violation of this Agreement. The question of whether employees who refuse to work during such unauthorized work stoppages, in violation of this Agreement, or who fail to cross unauthorized picket lines at their Employer's premises, shall be



(Article 2, Section 2, cont.)

considered as participating in an unauthorized work stoppage in violation of this Agreement may be submitted to the grievance procedure, but not the amount of suspensions herein referred to.

It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage in violation of this Agreement, shall have the sole and complete right of reasonable discipline, including suspension from employment, up to and including thirty (30) days, but short of discharge, and such employees shall not be entitled to or have any recourse to the grievance procedure. In addition, it is agreed between the parties that if any employee repeats any such unauthorized strike, etc., in violation of this Agreement, during the term of this Agreement, the Employer shall have the right to further discipline or discharge such employee without recourse for such repetition. After the first twenty-four (24) hour period of an unauthorized stoppage in violation of this Agreement, and if such stoppage continues, the Employer shall have the sole and complete right to ~~immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance~~

procedure. The suspension or discharge herein referred to shall be uniformly applied to all employees participating in such unauthorized activity. The Employer shall have the sole right to schedule the employee's period of suspension.

The International Brotherhood of Teamsters, the Teamster's National Freight Industry Negotiating Committee, Area Conferences, Joint Councils and Local Unions shall make immediate efforts to terminate any strike or stoppage of work as aforesaid which is not authorized by such organizations, without assuming liability therefor. For and in consideration of the agreement of the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils and Local Unions affiliated with the International Brotherhood of Teamsters to make the aforesaid efforts to require Local Unions and their members to comply with the law or the provisions of this Agreement, including the provisions limiting strikes, work stoppages, as aforesaid, the Associations and Employers who are parties hereto agree that they will not hold the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils or Local Unions liable or sue them in any court or before any administrative tribunal for undertaking such efforts to terminate unauthorized strikes or



## (Article 8, Section 2, cont.)

stoppages of work as aforesaid or for undertaking such efforts to require Local Unions and their members to comply with the law or the provisions of this Agreement, or for taking no further steps to require them to do so. It is further agreed that signator Associations and Employers will not hold the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils or Local Unions liable or sue them in any court or before any administrative tribunal for such unauthorized work stoppages alleging condonation, ratification or assumption of liability for undertaking such efforts to terminate strikes or stoppages of work, or requiring Local Unions and their members to comply with the law or the provisions of this Agreement.

The provisions of this Article shall continue to apply during that period of time between the expiration of this Agreement and the conclusion of the negotiations or the effective date of the successor Agreement, whichever occurs later. It is understood and agreed that failure by the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences and/or Joint Councils to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

- (c) The question of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or Local Union have met their obligation set forth in the immediately preceding paragraphs, or the question of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or the Local Union, separately or jointly, participated in an unauthorized work stoppage, slowdown, without or cessation of work in violation of the Agreement by calling, encouraging, assisting or aiding such work stoppage, etc., in violation of this Agreement, or the question of whether an authorized strike provided by Article 8, Section 2(a) is in violation of this Agreement, or whether an Employer engaged in a lockout in violation of this Agreement, shall be submitted to the grievance procedure at the national level, prior to the institution of any damage suit action. When requested, the Co-Chairmen of the National Grievance Committee shall immediately appoint a subcommittee to develop a record by collecting evidence and hear testimony, if any, on the questions of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or Local Union have met their obligation as aforesaid, or of Union participation or Employer lockout in violation of this Agreement. The record shall be

no  
question of  
authorized  
if authorized  
Y

(Article 8, Section 2, cont.)

Immediately forwarded to the National Grievance Committee for decision. If a decision is not rendered within thirty (30) days after the Co-Chairmen have convened the National Committee, the matter shall be considered deadlocked.

A majority decision of the National Grievance Committee on the questions presented as aforesaid shall be final and binding on all parties. If such majority decision is rendered in favor of one or more of the Union entities, or the Employer, in the case of lockout, no damage suit proceedings on the issues set forth in this Article shall be instituted against such Union entity or such Employer. If, however, the National Grievance Committee is deadlocked on the issues referred to in this subsection 2(c), either party may institute damage suit proceedings, but the record of the National Grievance Committee and its Subcommittees shall not be offered in evidence by either party for any purpose. Except as provided in this subsection 2(c), agreement to utilize this procedure shall not thereafter in any way limit or constitute a waiver of the right of the Employer or Union to commence damage suit action. However, the use of evidence in this procedure shall not waive the right of the Employer or Union to use such evidence in any litigation relating to the strike or lockout, etc., in violation of this Agreement. There shall not be any strike, slowdown,

walkout, cessation of work or lock-out as a result of a deadlock of the National Grievance Committee on the questions referred to under this subsection 2(c) and any such activity shall be considered a violation of this Agreement.

- (d) In the event that an Employer, party to this Agreement, commences legal proceedings against the Union after the Union's compliance with the provisions of Article 8, Section 2(a), the Employer Associations will cooperate in the presentation to the court of the applicable majority grievance committee decision or grievance deadlocked by the National Grievance Committee.
- (e) Nothing herein shall prevent the Employer or Union from securing remedies granted by law except as specifically set forth in subsection 2(c).

**Section 3.** The National Grievance Committee by majority vote may consider and review all questions of interpretation which may arise under the provisions contained in the National Master Agreement which are submitted by either the Union Area Director or the designated Employer representative; and shall have the authority to reverse and set aside the majority interpretation of any area, regional, or local grievance committee if, in its opinion, such interpretation is contrary to the provisions set forth in the National Master Agreement, in which case the decision of the National Grievance Committee shall be final and binding.

**Section 4.** Any provision in the grievance procedure of any Supplement hereto which

(Article 8, Section 4, cont.)

would require deadlocked disputes to be determined by any arbitration process shall be null and void as to any grievances involving interpretation of the Supplemental Agreement or this National Master Agreement. The decision of the National Grievance Committee as to whether a grievance involves an interpretation which is subject to this procedure shall be final and conclusive.

**Section 5.** In the event of strikes, work stoppages, or other activities which are permitted in case of deadlock, default or failure to comply with majority decisions under this Agreement or any Supplement thereto, no interpretation of this Agreement or any Supplement thereto by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strikes unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement.

**Section 4.** (a) Present terminals, breaking points or domiciles shall not be transferred or changed without the approval of an appropriate Change of Operations Committee. Such Committee shall be appointed in each of the Conference Areas, equally composed of Employer and Union representatives. The Change of Operations Committee shall have the authority to determine the seniority of the employees affected and such determination shall be final and binding.

Change of  
Operations

Change of  
Operations  
Committee

Change of  
Operations  
Committee  
Procedure

Such Committee, however, shall observe the Employer's right to designate home domiciles and the operational requirements of the business. Individual employees shall not be redomiciled more than once during the term of this contract as a result of an approved Change of Operations unless a merger, purchase, sale, acquisition, or consolidation of Employers is involved, or unless the Change of Operations Committee rules to the contrary based on the facts presented.

In considering a Change of Operations, the Change of Operations Committee shall have the authority to extend the three year layoff period contained in Article 5, Section 1, or in applicable Supplemental Agreements, in the event it appears toward the end of such three year period that the circumstances so warrant.

The Change of Operations Committee shall also have jurisdiction for a period of twelve (12) months following the opening of a new terminal to consider the redomicile of employees who are laid off as a direct result of such opening of a terminal. This Committee shall also have jurisdiction over the closing of terminals in regard to seniority.

The above shall not apply within a 25-mile radius.

(b) The National Grievance Committee shall adopt Rules of Procedure concerning the application and administration of this Article.

The Employer shall notify all af-

(Article 2, Section 2, cont.)

affected Local Unions of the proposed Change of Operations at least twenty (20) calendar days prior to the hearing at the Joint Area Conference Committee, and the Employer and the Local Unions involved shall have a mutual responsibility to inform the employees subject to redomicile prior to such hearing in accordance with the practice and procedures agreed to in the respective Area Committee. Any exception or waiver of the aforesaid twenty (20) day period shall be mutually agreed to between the Employer and the Local Unions involved and approved by the Conference Area Change of Operations Committee.

**Moving  
Expenses**

- (c) Where an employee is required to transfer to another domicile in order to follow employment as a result of a Change of Operations, the Employer shall move the employee and assume the responsibility for proven loss or damage to household goods due to such move, including insurance against loss or damage. Should any employee possess household items of unusual or extraordinary value which will be included in the move, such items shall be declared and an appraised value determined prior to the move. The Employer shall provide packing materials for the employee's household goods when requested or at the employee's request pay all costs and expenses of moving such household goods, including packing.

**Change of  
Operations  
Seniority**

- (d) The Change of Operations Committee established herein shall have the sole authority to determine questions of the application of seniority in those situations presented to it and in connection therewith the following general rules shall apply, subject, however, to modification as provided by Section 6(g) below:

The Employer shall pay reasonable expenses to demount and remount an employee's mobile home, if used as his residence and in such instance shall pay normal expenses to move such mobile home, including the use of other modes of transportation where required by law.

An employee shall have a maximum of one year to move in accordance with the provisions of an approved Change of Operations unless, prior to the expiration of such year, he requests, in writing, an extension for a reasonable period of time due to an unusual or special problem. The Employer shall provide lodging for the employee at the point of redomicile, not to exceed thirty (30) calendar days, and in addition, shall reimburse the employee seventeen cents (17¢) per mile to transport one personal automobile to the new location.

The Employer shall not be responsible for moving expenses if the employee changes his residence as a result of voluntary transfer.

None of the Employer obligations set forth in this Section shall apply to transfers of domiciles within a 50-mile radius.

**Closing,  
Partial  
Closing of  
Terminals—  
Transfer of  
Work**

**(Article 2, Section 6, cont.)**

- (1) When branches, terminals, divisions or operations (hereinafter "terminal(s)") are closed or partially closed and the work of such terminal(s) is transferred, in whole or in part, to another terminal(s) the active employees (excluding those employees on letter of layoff) at the closed or partially closed terminal(s) shall have the right to bid into a master seniority roster (road or city) comprised of bidders from the active seniority rosters of closed or partially closed terminal(s) in the order of their continuous classification (road or city) seniority. Continuous classification seniority shall be defined as that seniority which the employee is currently exercising and has not been broken in the manner provided by Article 6, Section 1 or by voluntary changes in domicile not directed, approved or ordered by a Change of Operations Committee. Employees shall bid from the combined master seniority roster into openings at the terminal(s) into which work is being transferred. Employees so transferring shall be "devoled" into the appropriate active seniority roster at the new terminal(s) in the order of their continuous classification seniority. Such transfers shall be permitted prior to the recall of laid off employees at such gaining terminal(s).

**Closing of  
Terminals—  
Elimination  
of Work**

**Layoff**

nal(s). If and when additional employees are required in excess of those who formed the combined active roster at the point of redomicile, employees on letter of layoff at that location shall be recalled. If recalled, such employees shall be "devoled" with their continuous classification seniority.

In addition, the inactive seniority rosters (employees who are on letter of layoff) at the terminal(s) from which employees are being redomiciled shall be "devoled" into a master "laid-off" seniority roster and such employees shall have the same opportunities to transfer to terminal(s) within the Area of the Supplemental Agreement which are afforded to employees covered by the provisions of subparagraph (2)b below.

- (2) a. When a terminal(s) is closed and the work of such terminal(s) is eliminated, an employee who was formerly employed at another terminal shall have the right to return to such former terminal and exercise his continuous classification (road or city) seniority, provided, he has not been away from such former terminal for more than a three (3) year period.
- b. When a terminal(s) is closed and the work of such terminal(s) is eliminated, employees who are laid off thereby shall be given first opportunity



(Article 2, Section 6, cont.)

for available regular employment at any other terminal(s) of the Employer within the Area of the Supplemental Agreement where such employee was employed. The obligation to offer such employment shall continue for a period of three (3) years from the date of closing. However, the Employer shall not be required to make more than one offer during this period. Any employee accepting such offer shall pay his own moving expenses. If hired, he shall go to the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only.

Opening of  
Terminals

- (3) When a new terminal(s) is opened (except as a replacement for existing operations or a new division in a locality where there are existing operations), the Employer shall offer to those employees, if any, affected thereby the opportunity to transfer to regular positions in the new terminal(s) in the order of such employee's continuous classification (road or city) seniority date as defined herein. Upon arrival at such new location, such employees shall be "dovetailed" with their continuous classification (road or city) seniority date together with other employees so transferring.

Definition  
of Terms

- (a) The term "continuous classification seniority" as used in this Agreement is defined as that seniority which

This provision is not intended to cover situations where there is replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, those employees laid off at the existing facilities shall have first opportunity for employment at the new operation in accordance with their continuous classification (road or city) seniority date, and upon arrival shall be similarly "dovetailed." If all regular full-time positions are not filled in this manner, then the provisions of the preceding paragraph shall apply.

- (4) Any employee redomiciled by an approved Change of Operations or voluntary transfer to another domicile shall upon reporting to such new domicile be deemed to have relinquished his right to return, with seniority, to the domicile from which he was transferred, except under another approved Change of Operations. Employees who avail themselves of the transfer privileges because they are on layoff at their original terminal may exercise their seniority rights if work becomes available at their original terminal during the three year layoff period allowed them at their original terminal.



(Article 2, Section 2, cont.)

the employee is currently exercising and has not been broken in the manner provided in Article 2, Section 1, or by voluntary changes in domicile not directed, approved or ordered by a Change of Operations Committee.

**Qualifications (f)** In all transfers referred to in this Section, the employee must be qualified to perform the job by experience in the classification. If a driver test is required, such test shall be given by a qualified driver-supervisor or driver.

**Intent of Parties (g)** The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations will be presented which necessitate different application, modification or amendment. Accordingly, the parties acknowledge that questions of the application of seniority rights may arise which require different treatment and it is anticipated and understood that the Employers and Unions jointly involved and/or the respective grievance committees may mutually agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances.

The Change of Operations Committee, as provided herein or in the Supplemental Agreements, shall have the authority to determine the application of seniority in those situations presented to them. In all cases the seniority decisions of the Joint Committee, including the

Change of Operations Committee and Subcommittees, established by the National Master Freight Agreement and the respective Supplemental Agreements shall be final and binding.

**Section 7.** All local, area and national grievance committees as constituted under this Agreement shall have the jurisdiction and power to decide grievances which arose under the preceding agreements and supplements thereto, applying, however, the contract under which the grievance arose.

**ARTICLE 9.**

**Protection of Rights** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

**Section 2.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

**Struck Goods**

(Article 9, cont.)

**Section 3.** Subject to Article 32 hereof (Subcontracting), the Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or fall in any obligation imposed by the Motor Carriers' Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business, including pickup or delivery to or from the Employer's terminal and to or from the premises of a shipper or consignee.

**Section 4.** The layover provisions of the applicable Supplemental Agreement shall apply when the Employer knowingly dispatches a road driver to a terminal at which a primary picket line has been posted as a result of the exhaustion of the grievance procedure, or after proper notification of a picket line permitted by the collective bargaining agreement, or economic strikes occurring after the expiration of collective bargaining agreements or to achieve a collective bargaining agreement. In such event and upon his request, a driver shall be provided first class public transportation to his home terminal, plus be paid a minimum of eight (8) hours or actual time spent while returning, whichever is greater. The Employer shall determine the mode of transportation to be utilized.

**Section 5. Grievances** Within Ave (6) working days of filing of grievances claiming violation of this Article, the grievance shall be submitted

directly to the National Grievance Committee without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

## ARTICLE 10.

**Loss or  
Damage**

**Section 1.**

Employees shall not be charged for loss or damage unless clear proof of gross negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment under any circumstances. No deduction of any kind shall be made without a hearing with the Local Union.

**Section 2.**

The Union and Employers jointly recognize that the loss and theft of freight, equipment, materials and supplies, in whatever manner, pose a threat to the well being of the employees including loss of employment, and to the trucking industry. As a result, it is hereby agreed to create a national committee comprised of four union and four employer members for the purpose of investigating these subjects and to make recommendations to the National Negotiating Committee for appropriate remedial action. In addition, a committee shall be appointed in each of the Conference areas comprised of four members, two from industry and two from the Union. The Conference Committee is to consult with and cooperate with the Employers or Unions on the subjects set forth herein.

## ARTICLE 11.

**Bonds**

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium in-

(Article 11, cont.)

voiced shall be paid by the Employer. The primary obligation to procure the bonds shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding requirements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

#### ARTICLE 12.

##### Uniforms

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by company insurance or workmen's compensation which are destroyed or damaged in a wreck or fire with company equipment.

The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

#### ARTICLE 13.

##### Passengers

No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride on his truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention. Nor shall this prohibit the transportation of other drivers from the driver's own company at a delivery point or terminal to a restaurant for meals.

#### ARTICLE 14.

##### Compensation Injury Claims

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide Workmen's Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

An employee who is injured on the job, and is sent home, or to a hospital, or

(Article 14, cont.)

who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

In the event that an employee sustains an occupational illness or injury while on a run away from his home terminal, the Employer shall provide transportation by bus, train, plane, or automobile to his home terminal if and when directed by a doctor.

The Employer agrees to provide any employee injured locally, transportation at the time of injury, from the job to the medical facility and return to the job, or to his home if required.

In the event of a fatality, arising in the course of employment, while away from the home terminal, the Employer shall return the deceased to his home at the point of domicile.

#### ARTICLE 15.

##### Military Clause

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act. The Employer shall pay the Health and Welfare and Pension Fund contributions

on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence effects his credits or coverage for Health and Welfare and/or Pensions.

#### ARTICLE 16.

##### Equipment and Safety

##### Section 1. Safe Equipment

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including but not limited to acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

##### Section 2.

##### Dangerous Conditions

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.



*(Article 18, cont.)*

**Section 3.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee shall receive a copy of the accident report that he submits to his Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**Section 4.** Employees shall immediately, or at the end of their shift, report all defects of equipment.

**Equipment Reports**

(a) Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee and one copy to be made available for inspection by the next driver operating such unit, subject to agreement between the Employer and Local Union. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical departments.

(b) When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer,

he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

**Section 5.****Qualification on Equipment**

If the Employer requests a regular employee to qualify on equipment requiring a special license or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his Employer, the Employer shall allow such regular employee the use of the equipment in order to take the examination.

**Section 6.****Equipment Requirements**

- (a) All tractors must be equipped as necessary to allow the driver to safely enter and exit the cab, hook and unhook the air hoses. All equipment used as city peddle trucks, and equipment regularly assigned to peddle runs, must have steps or other similar device to enable drivers to get in and out of the body.
- (b) The Employer shall install heaters and defrosters on all trucks and tractors.
- (c) There shall be first line tires on steering axle of road units.
- (d) All new road equipment regularly assigned to the fleet after July 1, 1973, shall be equipped with air-ride seats on the driver's side, and such seat shall be maintained in a reasonable operating condition.
- (e) Newly manufactured over-the-road tractors which are added to the road fleet, subsequent to April 1, 1977, and assigned to road operations on a regular basis shall be air conditioned. The National Negotiating Commit-

(Article 16, Section 6, cont.)

tees shall designate an Employer-Union Committee which shall undertake to determine the feasibility of converting road tractors to provide air conditioning by April 1, 1980.

The Conference Joint Area Committee may, upon application of either the Employer or the Local Union, waive the installation of such air conditioning equipment as a result of climatic conditions or other standards established by the Committee.

- (f) When the Employer weighs a trailer, the over-the-road driver shall be furnished the resulting weight information along with his driver's orders.
- (g) All company trailers shall be marked for height.
- (h) No driver shall be required to drive a tractor designed with the cab under the trailer.
- (i) Road equipment shall have either a speedometer or tachometer in proper working order.
- (j) The Union and the trucking industry agree to establish a committee composed of five (5) members from each side to review the safety aspects of interior dimensions of tractors and tractor sleeping berths; equipping tractors with trailer brake hand valves; placement of fuel tanks; and the use of shock absorbers on the front axes of tractors.

The committee shall confer with appropriate representatives of equipment manufacturers and report to the National Negotiating Committee

by April 1, 1980 with recommendations.

**Section 7.** The Employer and the Union together shall create a joint committee of qualified representatives for the purpose of consulting among themselves and with appropriate Government agencies, state and federal, on matters involving highway and equipment safety, and such committee shall meet on a quarterly basis with a schedule to be agreed to by the respective chairmen.

**National  
Safety  
Committee**

Any complaint arising under this Article will be processed through the Conference Area level in accordance with rules and procedures to be agreed upon between the parties. Within sixty (60) days from the signing of this Agreement, the Local Union will notify the employer of the representatives who will be responsible for these matters.

## ARTICLE 17.

**Pay  
Period**

The Joint Area Committee or the National Grievance Committee and the Employer may by mutual agreement waive the provisions of Local Supplements dealing with pay periods upon a satisfactory showing of necessity by the Employer.

## ARTICLE 18.

**Other  
Services**

In the event an Employer party to this Agreement may require the services of employees coming under the jurisdiction of this Agreement in a manner and under conditions not provided for in this Agreement, then and in such instances



(Article 18, cont.)

the Local Union and the Employer concerned may negotiate such matters for such specific purposes, subject to the approval of the Joint Area Committee.

## ARTICLE 19.

### Posting

**Section 1.** A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

### Posting of Agreement

**Section 2.** The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

### Union Bulletin Boards

## ARTICLE 20.

### Union and Employer Cooperation

The Union, its members and the Employer agree at all times as fully as it may be within their power to further their mutual interest and interests of the trucking industry and the International Brotherhood of Teamsters nationwide.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer and the trucking industry. The Employer may establish reasonable work

standards which shall take into account all factors relating to the work assignment, run, terminal and territorial operational conditions, subject to agreement and approval with the Local Union, and to be filed for approval with the Conference Joint Area Committee.

The Union and trucking industry agree to establish a Committee on Industry Operations composed of equal numbers of members from the industry and each Union Conference Area. The purposes of the Committee are to identify problems causing loss of business and jobs; to direct communication so as to educate employees relative to long-term job security through the Employer, the Local Union signatory to this Agreement, or other means. It is to be recognized as a joint Union and Employer effort, and shall have the full support of the International Union and the industry. Such Committee shall investigate and make recommendations to the National Grievance Committee on a quarterly basis designed to eliminate operational inefficiencies.

In addition, the Committee on Industry Operations shall advise the Joint National Negotiating Committees of specific recommendations to achieve operational efficiencies as well as steady growth in the Motor Carrier Industry in writing six (6) months prior to the expiration of the current Agreement.

The purpose of this statement of principle is to protect the long-range interests of the employees, the Employer, the Union and the general public served.

## ARTICLE 21.

### Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

## ARTICLE 22.

### Section 1. Owner Operators

Owner-operators (See Note), other than certificated or permitted carriers shall be affiliated by lease with a certificated or permitted carrier which is required to operate in full compliance with all the provisions of this Agreement and holding proper ICC and state certificates and permits. Such owner-operators shall operate exclusively in such service and for no other interests.

(NOTE: Whenever "owner-operator" is used in this Article, it means owner-driver only, and nothing in this Article shall apply to any equipment leased except where owner is also employed as a driver.)

The provisions of Article 22 will apply to a signator Employer whether or not such signator Employer is a "certificated or permitted carrier" under applicable law and regulation.

Section 2. This type of operator's compensation for wages and working conditions shall be in full accordance with all the provisions

of this Agreement. The owner-operator shall have seniority as a driver only.

Section 3. Certificate and title to the equipment must be in the name of the actual owner.

Section 4. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The performance of unit work by owner-operators shall be governed by the provisions of this Agreement and Supplements relating to owner-operators. The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

Section 5. Certificated or permitted carriers shall use their own available equipment, together with all leased equipment under a permanent lease with a minimum thirty-(30) day cancellation clause, on a rotating board, before hiring any extra equipment. The hiring of such extra equipment shall be subject to the provisions of Article 32 (Subcontracting).

Section 6. Separate checks shall be issued by the certificated or permitted carriers for driver's wages and equipment rental. At no time shall the equipment check be for less than actual miles operated. Separate checks for drivers shall not be deducted from the minimum truck rental revenue. The driver shall turn in time direct to the certificated or permitted carrier. All monies due the owner-operator may be held no longer than two weeks, except where the lease of equipment agreement is terminated and in such case all monies due the operator may be held no longer

(Article 22, Section 6, cont.)

than thirty (30) days from the date of the termination of the operation of the equipment.

- Section 7.** Payment for equipment service shall be handled by the issuance of a check for the full mileage operated, tonnage or percentage, less any agreed advances. A statement of any charges by the certificated or permitted carrier shall be issued at the same time, but shall not be deducted in advance.
- Section 8.** The owner-operator shall have complete freedom to purchase gasoline, oil, grease, tires, tubes, etc., including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.
- Section 9.** There shall be no deduction pertaining to equipment operation for any reason whatsoever.
- Section 10.** The Employer or certificated or permitted carrier hereby agrees to pay road or mile tax, Social Security tax, compensation insurance, public liability and property damage insurance, bridge tolls, fees for certificates, permits and travel orders, fines and penalties for inadequate certificates, license fees, weight tax and wheel tax, and for loss of driving time due to waiting at state lines, and also cargo insurance. It is expressly understood that the owner-driver shall pay the license fees in the state in which title is registered. All tolls, no matter how computed, must be paid by the Employer regardless of any agreement to the contrary.

All taxes or additional charges imposed by law relating to actual truck operation and use of highways, no matter how computed or named, shall be paid by the carrier, excepting only vehicle licensing as such, in the state where title is registered.

- Section 11.** There shall be no interest or handling charge on earned money advanced prior to the regular pay day.
- Section 12.** (a) All certificated or permitted carriers hiring or leasing equipment owned and driven by the owner-operator shall file a true copy of the lease agreement covering the owner-driven equipment with the Joint Area Committee. The terms of the lease shall cover only the equipment owned and driven by the owner-operator and shall be in complete accord with the minimum rates and conditions provided herein, plus the full wage rate and supplementary allowances for drivers as embodied elsewhere in this Agreement.
- (b) The minimum rates for leased equipment owned and driven by the owner-operator, the minimum guarantees for tractors and trailers, and other conditions are set forth in the Area Supplement attached hereto.
- Section 13.** Driver-owner mileage scale does not include use of equipment for pick-up or delivery at point of origin terminal or at point of destination terminal, but shall be subject to negotiations between the Local Union and Employer. Such negotiations shall be only for the purpose of protecting the wage rate of the driver

(Article 22, Section 13, cont.)

only as an employee. Failure to agree shall be submitted to the grievance procedure.

**Section 14.** There shall be no reductions where the present basis of payment is higher than the minimums established herein for this type of operation. Where owner-operator is paid on a percentage or tonnage basis and the operating company reduces its tariff, the percentage or tonnage basis of payment shall be automatically adjusted so that the owner-operator suffers no reduction in equipment rental or wages, or both.

**Section 15.** It is further understood and agreed that any arrangements which have heretofore been entered into between members of this Union, either among themselves or with the Employer or with the aid of the Employer, applicable to owner-operator equipment contrary to the terms hereof, shall be dissolved or modified within thirty (30) days after the signing of this Agreement so that such arrangements shall apply only to equipment of the owner-operator while being driven by such owner-operator. In the event that the parties cannot agree on a method of dissolution or modification of such arrangement to make the same conform to this Agreement, the question of dissolution or modification shall be submitted to arbitration, each party to select one member of the arbitration board, and the two so selected to choose a third member of said board. If the two cannot agree upon the third within five (5) days, he shall be appointed by the Joint

Area Committee. The decision of said board is to be final and binding.

**Section 16.** It is further agreed that the intent of this clause and this entire Agreement is to assure the payment of the Union scale of wages as provided in this Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wage scales provided in this Agreement. This clause is intended to prevent the continuation of or formation of combinations or corporations or so-called lease of fleet arrangements whereby the driver is required to and does periodically pay losses sustained by the corporation or fleet arrangement, or is required to accept less than the actual cost of the running of his equipment, thus, in fact, reducing his scale of pay.

**Section 17.** It is further agreed that if the Employer or certificated or permitted carrier requires that the owner-operator sell his equipment to the Employer or certificated or permitted carrier, directly or indirectly, the owner-operator shall be paid the fair true value of such equipment. Copies of the instruments of sale shall be filed with the Union and unless objected to within ten (10) days shall be deemed satisfactory. If any question is raised by the Union as to such value, the same shall be submitted to arbitration, as above set forth, for determination. The decision of the arbitration board shall be final and binding.

**Section 18.** It is further agreed that the Employer or certificated or permitted carrier will not devise or put into operation any scheme, whether herein enumerated or

(Article 12, Section 12, cont.)

not, to defeat the terms of the Agreement, wherein the provisions as to compensation for services of and for use of equipment owned by owner-operator shall be lessened, nor shall any owner-operator lease be cancelled for the purpose of depriving employees of employment; and any such complaint that should arise pertaining to such cancellation of lease or violation under this Section shall be subject to the discharge and grievance provisions of the Area Supplement.

Section 19. (a) The use of individual owner-operators shall be permitted by all certificated or permitted carriers who will agree to submit all grievances pertaining to owner-operators to Joint Employer-Union grievance committees in each respective state. It is understood and agreed that all such grievances will be promptly heard and decided with the specific purpose in mind of:

- (1) protecting provisions of the Union Agreement;
- (2) prohibiting any and all violations directly or indirectly of Agreement provisions relating to the proper use of individual owners;
- (3) prohibiting any attempts by any certificated or permitted carrier in changing his operations which will affect the rights of drivers under the terms of the Agreement, and generally the certificated or permitted car-

riers agree to assume responsibility in policing and doing everything within their power to eliminate all alleged abuses in the use of owner-operators which resulted in the insertion of Section 19 (Article 33) in the original 1945-47 Central States Area Agreement;

- (4) owner-operator operations to be terminal-to-terminal, except where no local employees to make such deliveries or otherwise agreed to in this Agreement;
  - (5) the certificated or permitted carriers agree that they will, with a joint meeting of the Unions, set up uniform rules and practices, under which all such cases will be heard;
  - (6) it shall be considered a violation of this Agreement should any operator deduct from rental of equipment the increases provided for by the 1979 Amendments or put into effect any means of evasion to circumvent actual payment of increases agreed upon effective for the period starting April 1, 1979 and ending March 31, 1982.
- (b) No owner-operator shall be permitted to drive or hold seniority where he owns three or more pieces of leased equipment. This provision shall not apply to present owner-operators having three or more pieces of equipment under lease



(Article 22, Section 19, cont.)

agreement, but such owner-operator shall not be permitted to put additional equipment in service so long as he engages in work covered by this Agreement or holds seniority. Where such owner-operator driven, he can hold seniority where he works sixty (60) per cent or more of the time.

**Section 20.** All leases, agreements or arrangements between carriers and owner-operators shall contain the following statement: The equipment which is the subject of this lease shall be driven by an employee of the lessee at all times that it is in the service of the lessee. If the lessor is hired as an employee to drive such equipment, he shall receive as rental compensation for the use of such equipment no less than the minimum rental rates, allowances, and conditions (or the equivalent thereof as approved by the Joint Area Committee), established by the then current appropriate Area Over-The-Road Motor Freight Supplemental Agreement, for this type of equipment, and, in addition thereto, the full wage rate and supplementary allowances for drivers (or the equivalent thereof as approved by the Joint Area Committee).

The lessee expressly reserves the right to control the manner, means and details of, and by which the driver of such leased equipment performs his services, as well as the ends to be accomplished.

To the extent that any provision of this lease may conflict with the provisions of such appropriate Area Over-The-Road

Motor Freight Supplemental Agreement as it applies to equipment driven by the owner such provision of this lease shall be null and void and the provisions of such Agreement shall prevail.

The carrier shall make available to the Union upon request all documents and reports relating to service by owner-operators which are required to be maintained by law.

## ARTICLE 23.

**Separation of Employment** Upon discharge the Employer shall pay all money due to the employee during the first payroll department working day. Failure to do so shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

## ARTICLE 24.

**Inspection Privileges and Employer Identification** Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, there is no interruption of the firm's working schedule.

Company representatives, if not known to the employee, shall identify themselves to employees prior to taking disciplinary action.



(Article 24, cont.)

Safety or other company vehicles shall be identified when stopping company equipment.

#### ARTICLE 25.

##### Separability and Savings Clause

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be per-

mitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

#### ARTICLE 26.

##### Time Sheets and Time Clocks

In Over-the-Road or Line operations, the Employer shall provide and require the employee to keep a time sheet or trip card showing the arrival and departure at terminal and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip. In Local Cartage operations, a daily time record shall be maintained by the Employer at its place of business. All Employers who employ five (5) or more people at any terminal shall have time clocks at such terminals.

Employees shall punch their own time cards.

#### ARTICLE 27.

##### Emergency Response

In the event of war, declaration of emergency, imposition of mandatory economic controls, the adoption of a National Health Program or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of the provisions of this Agreement directly affected by such action.

(Article 27, cont.)

There shall be no limitation of time for such written notice.

Upon the failure of the parties to agree in such negotiations within sixty (60) days thereafter either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

## ARTICLE 28.

### Sympathetic Action

In the event of a labor dispute between any Employer, party to this Agreement, and any International Brotherhood of Teamsters' Union, parties to this or any other International Brotherhood of Teamsters' Agreement, during the course of which dispute such Union engages in lawful economic activities which are not in violation of this or such other Agreement, then any other affiliate of the International Brotherhood of Teamsters, having an Agreement with such Employer shall have the right to engage in lawful economic activity against such Employer in support of the above first-mentioned Union notwithstanding anything to the contrary in this Agreement or the International Brotherhood of Teamsters' Agreement between such employer and such other affiliate.

## ARTICLE 29.

**Section 1.** The Union reserves the right to re-open this Agreement for the purpose of negotiations for employees engaged in operations which combine with or are part of other methods of transportation such as "piggy-back," barge, etc. If the parties are unable to agree upon such matters, the Union may engage in lawful economic recourse in support of its demands.

**Section 2.** On operations covered by this Agreement which combine with or are a part of other methods of transportation including lessers, full and complete records of handling, dispatch and movement of such units are to be kept by the Employer and such records are to be made available for inspection by the representatives of the Union in the locality affected by such operations. Trailers piggy-backed or hauled by lessers in combination with road operations are to be signed in and signed out on the regular dispatch sheet kept in road operations. These sheets will be made available, upon request, to the drivers for a period of ten (10) days. Where inspection of the records indicates that piggy-back is being used as a substitute for road operations rather than handling overflow traffic, the grievance procedure may be invoked to provide a reasonable remedy for any local union adversely affected by the improper usage of substituted service.

**Section 3.** This Article shall not apply to such operations as were in existence prior to December 31, 1955, but shall apply to any extension, addition, modification or any similar change (exclusive of increase in volume) in such prior operations.

(Article 29, cont.)

**Section 4.** An Employer shall not use piggy-back, birdy-back, fishy-back or barge operations, etc. over the same route where it has established relay runs or through runs, except to move overflow freight. If a driver is available (which includes the one (1) hour period of time prior to end of his rest period) at point of origin when a trailer leaves the yard for the piggy-back, birdy-back, fishy-back or barge operations ramp, such driver's run-around compensation shall start from the time the trailer leaves the yard. Available regular drivers at relay points shall be protected against run-arounds if a violation occurred at point of origin.

#### ARTICLE 30.

**Jurisdictional Disputes** In the event that any dispute should arise between any Local Union, parties to this Agreement, Supplements or Riders thereto or between any Local Union, party to this Agreement, Supplements or Riders thereto and any other Union, relating to jurisdiction over employees or operations covered by such Agreements, the Employer and the Local Union agree to accept and comply with the decision or settlement of the Unions or Union bodies which have the authority to determine such dispute, and such disputes shall not be submitted to arbitration under this Agreement, Supplements

or Riders thereto or to legal or administrative agency proceedings. Pending such determination, the Employer shall not be precluded from seeking appropriate legal or administrative relief against work stoppages or picketing in furtherance of such dispute.

#### ARTICLE 31.

**Multi-Employer, Multi-Union Unit**

The parties agree to become a part of the multi-employer, multi-union bargaining unit established by this National Master Agreement, and to be bound by the interpretations and enforcement of this National Master Agreement and Supplements thereto.

The parties further agree to participate in joint negotiations of any modification or renewal of this National Master Agreement and Supplements thereto and to remain a part of the multi-employer, multi-union bargaining unit set forth in such renewed Agreement and Supplements.

#### ARTICLE 32.

**Subcontracting**

**Section 1.**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, as-

(Article 32, Section 1, cont.)

signed or conveyed in whole or in part to any other plant, person or nonunit employees, unless otherwise provided in this Agreement.

The Employer may subcontract work when all of his regular employees are working, except that in no event shall road work presently performed or runs established during the life of this Agreement be farmed out. No dock work shall be farmed out except for existing situations established by agreed to past practices. Overflow loads may be delivered by drivers other than the Employer's employees provided that this shall not be used as a subterfuge to violate the provisions of this Agreement. Loads may also be delivered by other agreed to methods or as presently agreed to. Owner-Operators performing subcontracted work which is permitted herein shall receive no less than the wages, hours and general working conditions of this Agreement and the applicable Supplement.

The normal, orderly interlining of freight for peddle on occasional basis, where there are parallel rights, and where not for the purpose of evading this Agreement may be continued as has been permitted by past practice providing it is not being done to defeat the provisions of this Agreement.

The interlining of freight or a division or tariff, for any purpose, including local cartage, dock, hostling and delivery is included within the term subcontracting as used in this Article and may be con-

tinued as has been permitted by past practice providing it is not being done to defeat the provisions of this Agreement.

In the event that an Employer signatory to this Agreement utilizes personnel on a regular basis which has been supplied by a labor contractor, as such to perform subcontracted work permitted by this Agreement, such personnel shall receive the wages, hours and general working conditions provided herein.

**Section 2.** Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

## ARTICLE 33.

### Cost-of-Living

All employees subject to this Agreement shall be covered by the provisions of a cost-of-living allowance, as set forth in this Article.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (Revised Series), All Items (1967-100), published by the Bureau of Labor Statistics, U. S. Department of Labor" and referred to herein as the "Index."

Cost-of-living allowances shall be effective on October 1, 1979, April 1, 1980,

(Article 33, cont.)

October 1, 1980, April 1, 1981 and April 1, 1982, as set forth below:

<i>Based Upon the Difference Between the Index of January, 1979 and the Indices for the Months Set Forth Below, Giving Full Credit for All Prior Cost-of-Living Adjustments Which Are Paid Under This Agreement*</i>	
<i>Effective Date of Adjustments</i>	
October 1, 1979	July, 1979 (Published August, 1979)
April 1, 1980	January, 1980 (Published February, 1980)
October 1, 1980	July, 1980 (Published August, 1980)
April 1, 1981	January, 1981 (Published February, 1981)
April 1, 1982	January, 1982 (Published February, 1982)

(\* For example, the April 1, 1981 adjustment will be calculated by the difference between the January, 1979 Index and the January, 1981 Index, subtracting therefrom the amount of the cost-of-living adjustments paid on October 1, 1979, April 1, 1980 and October 1, 1980.)

The October 1, 1981 cost-of-living adjustment will become effective April 1, 1982, when it will be paid prospectively along

with the cost-of-living adjustment effective April 1, 1982, and both will become part of the wage base effective April 1, 1982.

The Base Index figure shall be the figure for January, 1979 (published February, 1979) of 204.7. The cost-of-living increases shall be calculated as follows:

For every .3 point increase in the Index, there shall be a one cent (1¢) per hour or .25 mills/mile increase in the wage rates as indicated in the Table below:

Index Value	Allowance	
	Per Hour	Per Mile
204.7—204.9	0	0
205.0—205.2	1¢	.25 mill
205.3—205.5	2¢	.50 mill
205.6—205.8	3¢	.75 mill
205.9—206.1	4¢	1.00 mill
206.2—206.4	5¢	1.25 mill
206.5—206.7	6¢	1.50 mill
206.8—207.0	7¢	1.75 mill
207.1—207.3	8¢	2.00 mill
207.4—207.6	9¢	2.25 mill
207.7—207.9	10¢	2.50 mill

and so forth with each additional .3 point increase in the Index there is a 1¢ per hour or .25 mills per mile increase in the wage rates.

The cost-of-living increases, if any, shall be applied to the hourly and mileage rates except where specifically provided otherwise in the Supplemental Agreement.

The cost-of-living allowance shall not become a fixed part of the base rates for any classification except those cost-of-

(Article 33, cont.)

living allowances in effect on April 1, 1982.

A decline in the Index shall not result in a reduction of classification base rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first pay period after receipt of the Index and will be made retroactive to the effective date. In the event the Bureau of Labor Statistics should revise or correct an applicable Index figure, any adjustment that may be required in the cost-of-living allowance shall be effective at the beginning of the first pay period after receipt of the revised or corrected Index figure and no retroactive adjustments will be made. In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U. S. Department of Labor does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree in such negotiations within sixty (60) days, thereafter, each party shall be permitted all lawful economic recourse to support its request. The parties agree that the notice provision provided herein shall be accepted by all parties as compliance with notice requirements of applicable law, so as to permit economic action at the expiration thereof.

## ARTICLE 34.

### Garnish- ments

In the event of notice to an Employer of a garnishment or impending garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment within a seventy-two (72) hour period (limited to working days) after notice to the employee. However, the Employer may not discharge any employee by reason of the fact that his earnings have been subject to garnishment for any one indebtedness. If the Employer is notified of three garnishments irrespective of whether satisfied by the employee within the seventy-two hour period, the employee may be subject to discipline, including discharge in extreme cases. However, if the Employer has an established practice of discipline or discharge with a fewer number of garnishments or impending garnishments if the employee fails to adjust the matter within the seventy-two (72) hour period, such past practice shall be applicable in those cases.

This Article shall be subject to applicable law. The parties will review the operation of this Article after one (1) year from the effective date of this Agreement in light of whatever new legal developments have occurred relating to garnishments.

## ARTICLE 35.

**Section 1.** Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at

**Employee's  
Bail**



(Article 35, Section 1, cont.)

his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc. Provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a Company witness, he shall be reimbursed for all time lost and expenses incurred.

**Section 2.**  
**Suspension**  
**or Revoca-**  
**tion of**  
**Licence**

In the event an employee receives a traffic citation for a moving violation which would contribute to a suspension or revocation or suffers a suspension or revocation of his right to drive the Employer's equipment for any reason, he must promptly notify his Employer in writing. Failure to comply will subject the employee to disciplinary action up to and including discharge. If such suspension or revocation comes as a result of his complying with his Employer's instruction, which results in a succession of size and weight penalties or because he complied with his Employer's instruction to drive Company equipment which is in violation of D.O.T. regulations relating to equipment or because the Employer equipment did not have either a speedometer or a tachometer in proper working order and if the employee has notified the Employer of the citation for such violation as above-mentioned, the Employer shall provide employment to such employee at not less than his regular earnings at the time of such suspension for the entire period thereof.

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**ARTICLE 36.**

**Training**  
**Program**

In recognition of the mutual Union and industry continuing need for trained trucking industry personnel, and the joint responsibility to those seeking employment in the industry who lack adequate qualifying industry experience, a Subcommittee of the National Negotiating Committee has been requested to draft an on-the-job training program for new employees, which program may be utilized by individual Employers.

Such Subcommittee shall consist of an equal number of Union and Employer representatives. It is agreed by the parties hereto that said Subcommittee with the approval of the Local Unions involved shall also have the authority to make amendments to and revisions of the application of the National Master Freight Agreement and Supplemental Agreements with respect to wages, fringe benefits and seniority accrual for trainees as they deem necessary to accomplish any mutually agreed-to training program.

**ARTICLE 37.**

**Non-Dis-**  
**crimination**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, or national origin.

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(Article 37, cont.)

Nothing herein (in seniority or other provisions contained in this Master Agreement or any approved Area Supplement) shall be construed or applied to deny to any employee the employment opportunities set forth above.

Any alleged denial of the aforesaid opportunities in violation of this Article shall be submitted to the grievance procedure.

The foregoing provision shall be subject to the seniority decree when entered and effective in U.S. v. T.E.I. and IIT, et al., #74-453 U.S. District Court for the District of Columbia.

## ARTICLE 38.

**Section 1.** Effective April 1, 1979, all Supplemental Agreements shall provide for four (4) days sick leave for that contract year and effective April 1, 1980 and thereafter, all Supplemental Agreements shall provide for five (5) days of sick leave per contract year.

Sick  
Leave

Sick leave not used by March 31 of any contract year will be paid on March 31 at the applicable hourly rate in existence on that date. Each day of sick leave will be paid for on the basis of eight (8) hours straight time pay at the applicable hourly rate.

Sick leave will be paid to eligible employees beginning on the third working day of absence due to sickness or accident except where the employee is hospitalized prior to that date when it will be paid beginning on the date of hospitalization.

The additional sick leave days referred to above shall also be included in those Supplements containing sick leave provisions prior to April 1, 1976. The National Negotiating Committees may develop rules and regulations to apply to sick leave provisions negotiated in the 1976 Agreement and amended in this Agreement uniformly to the Supplements. The Committee shall not establish rules and regulations for sick leave programs in existence on March 31, 1976.

**Section 2.** Effective April 1, 1979, all regular employees called for jury duty will receive the difference between eight hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten days pay for each contract year.

Jury  
Duty

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements to a maximum of ten days for each contract year.

## ARTICLE 39.

**Duration** The Agreement shall be in full force and effect from April 1, 1979, to and including March 31, 1982, and shall continue from year to year thereafter unless written notice of desire to cancel is received.

**Section 1.**

(Article 39, Section 1, cont.)

minate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**Section 2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to March 31, 1982 or March 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**Section 3.** Revisions agreed upon or ordered shall be effective as of April 1, 1982 or April 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein.

**Section 4.** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this tenth day of April, 1979, to be effective as of April 1, 1979, except as to those areas where it has been otherwise agreed between the parties.

## NEGOTIATING COMMITTEE

FOR THE LOCAL UNIONS:  
TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE

Frank E. Fitzsimmons  
(Chairman)  
Roy L. Williams  
(Co-Chairman)

Ray Schoessling  
George E. Mock  
Joseph Trerotola  
Robert Holmes  
William J. McCarthy  
Salvatore Provenzano  
Joseph Morgan  
Weldon L. Mathis  
Arnie Weinmeister

M. E. Anderson  
Jackie Presser  
Walter J. Shea  
Jack Yager  
Neil Dalton  
Verne Milton  
Robert T. Flynn  
W. C. Smith  
Walter Teague

## TRUCKING MANAGEMENT, INC.

J. Curtis Counts, Chairman  
R. F. Beagle, Vice Chairman  
Vincent R. Dagen  
R. V. Pulliam, Sr.  
R. S. McIlvannan  
John W. Shepard

in behalf of the following associations:

Arizona Motor Truck League, Inc.  
California Trucking Association  
Carolina Transportation Association, Inc.  
Central Pennsylvania Motor Carriers  
Conference, Inc.  
Employers Group of Motor Freight Carriers, Inc.  
Illinois Trucking Association, Inc.  
Indiana Motor Carriers Labor Relations  
Association, Inc.  
Intermountain Operators League

Kentucky Motor Carriers Labor & Operations  
 Advisory Council, Inc.  
 Middlesex Motor Freight Carriers Association  
 Midwest Employers Labor Advisory Council, Inc.  
 Missouri-Kansas Motor Carriers Conference, Inc.  
 Motor Carriers Association of North Jersey  
 Motor Carriers Employers Association of Michigan  
 Motor Carriers of Virginia, Inc.  
 New York State Employers' Association, Inc.  
 New York State Motor Truck Association, Inc.  
 Northern New England Carriers Councils Inc.  
 Ohio Motor Carriers Labor Relations Association  
 Southeastern Area Motor Carriers  
 Labor Relation Association  
 Southwest Operators Association  
 Transport Employers Association  
 Tri-City Common Carriers Trucking Association  
 Truck Operators' League of Montana, Inc.  
 \* Truck Operators League of Oregon  
 Trucking Employers Labor Council of Maryland-  
 District of Columbia  
 Washington Trucking Associations, Inc.  
 Western Empire Operators Association  
 Western Pennsylvania Motor Carriers  
 Association, Inc.  
 Wisconsin Motor Carriers Labor Advisory Council

#### Other Associations and Employers:

*Associated Industries of the Inland Empire*  
*California Labor Consultants*  
*Carriage Employers' Management Association*  
*Cascade Employers Association, Inc.*  
*Cedar Rapids Transfarmers Association*  
*Cleveland Draymen Association, Inc.*  
*Highway Carriers Association of California*  
*Hudson Valley Carriers Association*  
*Industries Council*  
*Irregular Route Carriers*  
*Kansas City Cartagemen's Association*

*Labor Advisory Council, Inc.*  
*Master Truckmen of America Association*  
*Michigan Cartagemen Association*  
*Mountain States Employers Council, Inc.*  
*Motor Carriers Council of St. Louis*  
*Motor Carrier Labor Advisory Council*  
 Frank G. Bridge  
 Gloria Ann Bridge  
 Robert Hray  
 John King  
*National Perishable Commodities Conference*  
*National Steel Carriers' Association*  
*Nebraska Small Carriers Group*  
*Northern Ohio Motor Truck Association, Inc.*  
*Perishable Commodities Association*  
*Sacramento Valley Employers Council*  
*San Francisco Employers Council*  
*Steel Truckers Employer Association*  
*United Employers, Inc.*

IN WITNESS WHEREOF the undersigned duly  
 execute The National Master Freight Agreement and  
 Supplemental Agreement (and Riders, if any) set  
 forth herein.

#### FOR THE UNION

LOCAL UNION No. ...., affiliate of I. B. of T.,  
 C. W. & H., of A.

By .....  
 (Signed)

Its .....  
 (Title)

FOR THE COMPANY

(Company)

By (Signed)

Its (Title)

Home Office Address:

(Street)

(City)

(State)

(Date Signed)

— 94 —

**Teamsters Joint Council No. 40**

**FREIGHT DIVISION**

**Embracing the Jurisdiction of**

**Local Unions 30, 110, 249, 261, 397,**

**453, 491, 538, 564, 585, 872 and 963**

## **SUPPLEMENTAL AGREEMENT**

**For the Period:**

**April 1, 1979 to March 31, 1982**

**TEAMSTERS JOINT COUNCIL**

**NO. 40**

**FREIGHT DIVISION**

**Embracing the Jurisdiction of  
Local Unions 30, 110, 249, 261, 397, 453,  
491, 538, 564, 585, 672, and 963**

**SUPPLEMENTAL AGREEMENT**

**For the Period:**

**April 1, 1979 to March 31, 1982**

**PREAMBLE**

The Western Pennsylvania Motor Carriers Association, their successors, administrators, executors, heirs and assigns (hereinafter referred to as the Employer) and the Teamsters Joint Council No. 40 Freight Division and Local Unions 30, 110, 249, 261, 397, 453, 491, 538, 564, 585, 672 and 963 affiliated with the Eastern Conference of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the Union) agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the National Master Freight Agreement (hereinafter referred to as the National Agreement) for the period commencing April 1, 1979 and shall prevail over the specific terms of that Agreement only to the extent specifically provided herein.



## ARTICLE 40 — Scope of Agreement

**Section 1.** The execution of this Supplemental Agreement on the part of the Employer shall cover all over-the-road operations of the Employer within, into and out of the Area and Territory described above and shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup delivery and assembling of freight within the area located within the jurisdiction of the Local Union, except as provided in Article 53, Sections 1 and 6 of this Agreement.

**Section 2.** (a) Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horsedrawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

### Student Driver

(b) Employees on student trips shall be paid in accordance with the provisions of this Agreement.

(c) In all cases, hired or leased equipment shall be operated by an employee of the certified or permitted carrier. The Employer expressly reserves the right to control the manner,

means and details of, and by which the owner-operator performs his services, as well as the ends to be accomplished.

**Section 3.** Over-the-road employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service, except as specifically permitted herein.

### City or Local Work

The prevailing Local Union City Cartage provisions shall govern all wages and conditions of runs exclusively within a radius of the home terminal, provided the hourly wage rates are equal to or higher than the rate in this contract.

## ARTICLE 41 — Union Shop and Dues

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Where the seniority date of two or more employees falls on the same date, then that employee with the earlier punch-in shall be awarded the senior position.

After working thirty (30) days within any sixty (60) calendar day period the employee shall be placed on the regular seniority list.

Individual extra men who work for a company at least nine (9) days in a 30-day period shall obtain "regular-extra" man status with that company, and as a "regular-extra" man, he shall be offered all available extra work before that work is offered to other extra men. Where

more than one such individual attains "regular-extra" status, then the "regular-extra" men shall be offered extra work in accordance with the dates they established this "regular-extra" status. Any extra men approaching "regular-extra" status will not gain that status if a period of six (6) months elapses from his last date of employment. The Employer shall have the unilateral right, during the first 30-day period of an employee's employment to terminate such employee without recourse.

The Employer agrees not to utilize individuals who are employed on a full-time basis in industry other than the Motor Freight Industry as casual or temporary employees on a regular basis unless the Local Union cannot provide satisfactory qualified personnel for such casual or temporary work.

During the period from June 1 to September 1 of each year the thirty (30) days' work out of a sixty (60) calendar day period requirement for the establishment of regular employee status shall not apply and individuals getting thirty (30) days' work out of sixty (60) days shall not be considered regular men. This provision does not apply to new terminal operations or terminals affected by a change of operations during this summer period.

## ARTICLE 42 — Absence

**Section 1.** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee, designated by the Union to attend a labor convention or serve in any capacity, on other official Union business, pro-

**Time Off  
for Union  
Activities**

vided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Employees elected to full time Union positions shall maintain and accumulate their seniority with the Employer except accrual for vacation purposes so long as he maintains such full time position with the Union.

### **Section 2. Leave of Absence**

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Local Union or Employer.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism. The leave of absence must be requested prior

to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

## ARTICLE 43 — Seniority

Section 1. Seniority rights for employees shall prevail in accord with this Agreement. Seniority shall be broken only by discharge, voluntary quit, or more than a three-year layoff. In the event of a layoff, an employee so laid off shall be given ten (10) days' notice of recall mailed Certified Mail, Return Receipt Requested to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. Prior to the return to work of such recalled employee, casual or part-time employees may be used by the Employer without violating this recall procedure or the seniority provisions of this Agreement. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

(1) Individual employees who are on layoff status may notify the Employer, in writing, at time of layoff, or during the period of layoff, that they do not wish to be recalled to work of a day-to-day nature. Any employee not electing to notify the Employer under this Section shall

be available for work in accord with this Agreement. Such notice shall relieve the Employer of the responsibility for recall and shall further protect the employee's seniority rights. The Employer shall not recall employees from layoff who have given the written notice mentioned herein unless that Employer can normally expect that at least one full week's work will be made available to the recalled employee. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement one steward shall be granted superseniority for layoff and recall. Any additional application of superseniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law. The Local Union and the Employer shall agree, subject to the approval of the Joint Area Committee, on circumstances under which persons who leave the classifications of work covered by this Agreement but remain in the employ of the Employer in some other capacity, may retain terminal seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights.

Section 2. The Employer shall not require as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any pri-

prietary interest or other obligation in the business.

**Section 3.**

**Posting**

(a) All regular runs and positions are subject to seniority and shall be posted for bids, except "House" Accounts or "Contract" Accounts. Bidding of runs and positions shall be in accord with principles established on a company-by-company basis. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid, and such posting of bids shall be made not more than once each calendar year unless mutually agreed upon, excepting bids for new runs, new positions or vacancies. Posted bids shall include provisions for cancellations and/or reinstatement of individual bid positions. Where a posted bidding program is in effect, the Employer shall provide the Local Union with a copy of the proposed replacement bid program at least thirty (30) days prior to the effective date of the bid program. This shall apply to annual or semi-annual bids only. In the event of dispute on the time, manner and type of situation for bidding, the matter shall be submitted to the grievance procedure. If there is no agreement relative to replacement of the semi-annual or annual bid program, the current bid program shall remain in effect or be cancelled at the Employer's option until the matter is settled through the grievance procedure.

There shall be no requirement upon the Employer to post "House" or "Contract" Accounts for bidding, except new positions and vacancies. However, with respect to such accounts, drivers on those jobs shall remain on the jobs they came to the Company with, or

have gained by vacancies, or the increasing of trucks on such jobs after having been duly posted for bid and the only time Company seniority shall apply is when an older Company employee must be laid off because of lack of work in any Company job. The driver laid off can then bump a "House" or "Contract" Account job, provided the length of time before regular seniority shall apply on such accounts as the result of general layoff shall be sixty (60) calendar days. When working conditions improve, permitting the senior driver or drivers to return to their former jobs, the account driver shall claim and return to his former job, and the bumped driver shall return also to his former job or to a position on the extra board according to his seniority.

Employees of a cartage company on a "House" or "Contract" Account which is lost in any manner to another company shall go with the account. If such successor company is not a party to this Agreement, then the Union shall attempt to negotiate for such employees with said successor company. If the successor company does not employ the "House" or "Contract" Account drivers they shall be retained by the Employer in accordance with their Company seniority rights.

**Layoffs**

(b) When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to be returned to work in the reverse order in which they were laid off. An employee may be given written notice of layoff by the Employer; however, any employee who has not worked, due to a reduction in work,

during the preceding calendar month shall be considered to be on layoff status under the terms of this Article.

**Section 4. Controversies** Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place at the Employer's terminal a list of employees arranged according to their seniority. Claims for corrections to such lists must be made within thirty (30) days after posting, and after such time lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists, if raised within the thirty (30) day period shall be submitted to the Grievance Procedure as established in this Agreement. New employees shall be placed on the seniority list when they have obtained seniority.

**Section 5.** (a) Helpers, checkers and dockmen shall be given an opportunity to drive according to seniority, subject to the approval of the Union and the Employer.

(b) Any employee who is injured on the job and finds out that upon returning to work he cannot perform his former duties due to said injury, he shall be given consideration on another job where it is agreeable between the Employer and the Local Union.

#### ARTICLE 44 — Maintenance of Standards

**Section 1. Maintenance of Standards** The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agree-

ment, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer(s) or the Union in applying the terms and conditions of the Agreement if such error is corrected within ninety (90) days from the date of the error. If not corrected within ninety (90) days, such better conditions shall remain in effect. However, a request for relief from such error may be filed in writing with the appropriate Conference Area Committee. The Conference Joint Area Committee, by a majority vote, shall determine whether and in what manner such better terms and/or conditions resulting from such error shall be continued or eliminated. No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

**Section 2. Extra Contract Agreements** The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The parties agree that specific situations may arise which may not be covered by this Agreement; in such situation the Employer and the Local Union may mutually

agree to a satisfactory solution. Such agreement must be reduced to writing and approved by the Joint Area Committee.

**Section 2.** It is understood and agreed that should it subsequently be determined that any employees come under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Company, a written notice shall be sent by either party requesting negotiations to change such provision or provisions as are affected. Thereafter, the Union and the Company shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution to any problems arising from this Section within sixty (60) days after receipt of the stated written notice, either party shall be allowed economic recourse.

**Section 4.** Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after April 1, 1979 within operations covered by this Agreement rates governing such operations shall be subject to negotiations between the parties.

In the event agreement cannot be reached within sixty (60) days after date such equipment is put to use, the matter may be submitted to the National Grievance Committee for final disposition. Rates agreed upon or

awarded shall be effective as of the date equipment is put to use.

## ARTICLE 45 — Grievance Machinery

**Section 1.** The Employers and Unions within the jurisdiction of Teamsters Joint Council No. 40 shall create a Joint Area Grievance Committee which shall be known as the Western Pennsylvania Teamsters and Employers Joint Area Committee and shall consist of three (3) representatives appointed by Teamsters Joint Council No. 40 and three (3) representatives appointed by the Western Pennsylvania Motor Carriers Association. The Joint Area Grievance Committee shall formulate and reduce to writing rules of procedure to govern its meetings.

The Joint Area Grievance Committee shall have jurisdiction over disputes and grievances involving Local Unions within the Joint Council No. 40 jurisdictional area.

**Section 2.** The Employers and the Unions shall together create a permanent Eastern Conference Joint Area Committee which shall consist of delegates from the Eastern Conference Area. This Eastern Conference Joint Area Committee shall meet at established times and at a mutually convenient location.

**Section 3.** It shall be the function of the various Committees above referred to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 46.

**Joint Area  
Committee**

**Eastern  
Conference  
Joint Area  
Committee**

**Function of  
Committees**



All Committees established under this Article may act through subcommittees duly appointed by such Committee.

**Section 4. Attendance** Meetings of all Committees above referred to must be attended by each member of such Committee or his alternate.

**Section 5. Examination of Records** The Local Union, the Western Pennsylvania Teamsters and Employers Joint Area Committee, or the Eastern Conference Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to specific grievances.

**Section 6. Change of Operations** Present terminals, breaking points, or domiciles shall not be transferred or changed nor shall there be any transfers of equipment between terminals which will adversely affect the employment opportunities of the employees at the terminal from which such transfer of equipment is to be made without the Employer first having asked for and receiving approval from the subcommittee on change of operations, the members of which shall be appointed by the Eastern Conference Joint Area Committee at each regular meeting. This shall not apply within a twenty-five (25) mile radius.

This Committee shall have the power to extend the three (3) year layoff period contained in the Seniority Clause, in considering any change of operations.

When a change of operations is approved that results in the redomiciling of road driver personnel to the jurisdiction of Local Unions

covered by this Supplement then that Employer shall discuss road driver dispatch procedures with the affected Local Union prior to the actual redomicile of any road drivers.

The Company or Local Union may request to discuss and consider changes in dispatch procedures when either party feels a necessity or need of such providing it has no effect on any other Local Union.

**Section 7. National Grievance Committee** Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be referred to the National Grievance Committee, in accordance with Article 8.

#### ARTICLE 46 — Grievance Machinery and Union Liability

**Section 1.** The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.

Failure to comply with a decision rendered by the appropriate Joint Grievance Committee shall withdraw the benefits of the First Paragraph of this Section until that decision is complied with. In the application of this Paragraph, a responsible officer of the Local Union involved shall first give seventy-two (72) hours' written notice to the Employer of its intent to take strike action.

In the event of any grievance, complaint or dispute on the part of an employee, it shall be handled in the following manner:

(a) The employee shall report it to his Shop Steward or Committeeman in writing within seven (7) days. The Steward or Committeeman shall attempt to adjust the matter with Employer within forty-eight (48) hours.

(b) Failing to agree, the Shop Steward shall report the matter to the Local Union which shall submit it on Western Pennsylvania Joint Area Committee provided forms completely filled out, i.e., Article violated, details of grievance, adjustment request, etc. to the Employer and attempt to adjust the same with Employer within five (5) days.

(c) In the event the matter cannot be adjusted by the method set forth above, the Local Union (or the Company when case is filed by Company) shall send, upon the proper forms, the matter to the Secretary of the Western Pennsylvania Joint Area Committee for scheduling, in accord with the rules of that Committee, at the next regular meeting of that Committee to hear and adjust the matter. Where the Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken. Such a decision will be final and binding on both parties with no further appeal. The Joint Committee shall hear only those cases that are filed in accord with Section 1(b) of this Article.

(d) Deadlocked cases, except those involving discharge, shall be submitted to the Eastern Conference Joint Area Committee for decision. When a case involves a matter of discharge, the Local Union may, within five (5) days of receipt of the notice of deadlock, appeal the matter to arbitration.

## EXPEDITED ARBITRATION PROCEDURE

In order to insure the availability of qualified arbitrators the Western Pennsylvania Motor Carriers Association and the Joint Council #40 Freight Negotiating Committee shall jointly petition the Federal Mediation and Conciliation Service for a panel of twenty (20) arbitrators from which the parties shall select ten (10) arbitrators to serve as a permanent Western Pennsylvania Joint Area Committee Panel and shall be assigned to hear discharge cases on a rotating basis, subject to availability. Until the permanent panel is established, the parties shall continue to select an arbitrator through the procedures outlined in Article 46, Section 1(d) of the 1973-1976 Agreement.

The arbitrator on the panel assigned to hear a particular case shall promptly notify the parties of a mutually convenient time and place for the hearing which hearing shall be scheduled no later than seven (7) working days after the arbitrator has received notice of his assignment to a case unless an extension of time is agreed upon by the parties. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit the full presentation of all evidence and arguments for both parties, provided, however, that the parties shall have the right to file written briefs with the arbitrator within five (5) working days following the closing of the hearing record.

The award of the arbitrator shall be rendered no later than five (5) business days from the date the hearing is concluded or the briefs are submitted unless an extension of time is mutually agreed upon by the parties. A lengthy opinion shall not be requested or required from

the arbitrator. Rather, the arbitrator is instructed to issue an award and a summary statement which briefly sets forth the basis for the award. The parties may request the arbitrator to notify them of his decision by telephone after the award has been mailed.

The decision of the arbitrator shall be specifically limited to the matter submitted to him; he shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final and conclusive on the Employer, the Union, and the employee involved. Failure to comply with the decision of the arbitrator withdraws the benefits of Article 46. The arbitrator's fee and expenses shall be borne equally by the Union and Employer involved.

(e) Where the Joint Area Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Eastern Conference Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision by majority vote, settles a dispute such decision shall be final and binding on both parties with no further appeal.

(f) While the matter is being processed through the Grievance Procedure, the work shall not be impeded in any way. The fact that the Union has complied with this provision shall not in any way jeopardize its position in any subsequent step of the Grievance Procedure.

(g) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(h) The Joint Area Committee shall have full power to determine retroactivity in all cases relating to grievances.

(i) A decision rendered by the appropriate persons in any step of the Grievance Procedure shall be final and binding on the parties to the grievance, with no further appeal.

**Section 2.** (a) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in payment of his contribution to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, and notice to the Union by the Trustees, the employees or their representatives, the proper official of the Local Union shall give 72 hours' written notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Local Union shall, after notice, uniformly apply the provisions of this Article.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Delinquent Employer must also pay all attorneys' fees and costs of collection.

(b) It is mutually agreed that all monies due and owing under the Health and Welfare and Pension provisions of this Agreement shall be considered as wages and collectable as such.

#### ARTICLE 47 — Discharge or Suspension

The Employer shall not discharge nor suspend any employee without just cause. The Employer shall not discharge any employee without notice except if the cause of such discharge is dishonesty, drinking of or under the influence of alcoholic beverages, use of narcotics (as described by the Pure Food and Drug Act), barbiturates or amphetamines, recklessness resulting in a serious accident while on duty, the carrying of unauthorized passengers (Where the Company has established program to permit such passengers this provision shall not apply to passengers required by the Company, Shipper or Receiver.), failure to report a serious accident or one which the employee would normally be aware of. Chronic or habitual absenteeism shall subject the employee to disciplinary action.

In all other cases, including chronic or habitual absenteeism, the Employer must notify the employee, the Steward and the Local Union in writing of the reason for disciplinary action and the disciplinary action to be taken; and the Steward or the Business Agent of the Local Union may meet with the Employer to discuss the proposed disciplinary action before such action is taken if such meeting is held within seven (7) days of the employee's receipt of notice. At the end of the seven (7) day period, or at the end of the meeting with the Local Union if such meeting is held earlier, the Employer may take such action as notified or agreed to. The employee may, if no agreement is reached by the Local Union and the Employer file a grievance in accord with the contract. If the Committee determines, on the basis of the facts presented, that the period of

suspension was excessive or unwarranted it shall reduce or rescind the suspension and shall assess the company for time lost. A warning letter or previous disciplinary action, over nine (9) months old, may not be used for any purpose under this Agreement except for those required by law or administrative regulation.

Appeal from discharge must be made in writing, within seven (7) days of the effective date of the discharge.

#### ARTICLE 48 — Examinations and Identification Fees

**Section 1.** Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours. Where, due to the location of the Employer's doctor, there is an abuse of time established herein, the matter shall be handled through the Grievance Procedure.

The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreements between the doctor selected by the company and the doctor selected by the Union, the Company and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Upon request, the Company shall provide the employee with a copy of the report received from the doctor. Disputes concerning back pay shall be subject to the grievance procedure.

**Section 2.** Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

#### ARTICLE 49 — Health and Welfare

The Employer shall contribute to an employee Health and Welfare Fund in accordance with the Schedule of Contributions listed below for each regular employee. The Health and Welfare Plan and the conditions of its administration shall be attached to and be part of this Agreement.

The contribution schedule shall be:

	Per Employee Per Month
<b>Local #30 (Married)</b>	
Effective 4/1/79	\$142.94
Effective 4/1/80	\$155.94
Effective 4/1/81	\$168.94
<b>Local #30 (Single)</b>	
Effective 4/1/79	\$138.19
Effective 4/1/80	\$151.19
Effective 4/1/81	\$164.19
<b>Local #491</b>	
Effective 4/1/79	\$140.63
Effective 4/1/80	\$153.63
Effective 4/1/81	\$166.63
<b>Local #453</b>	
Effective 4/1/79	\$145.15
Effective 4/1/80	\$162.48
Effective 4/1/81	\$179.81
<b>All Other Locals</b>	
Effective 4/1/79	\$141.60
Effective 4/1/80	\$154.60
Effective 4/1/81	\$167.60

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of three (3) months. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

An employee, to qualify for health and welfare contributions must have one hundred (100) hours in the preceding month to qualify for the succeeding month's contribution unless that employee is on layoff status or the Employer has not provided that employee full work opportunity in which case only eighty (80) qualification hours shall be necessary. The Negotiating Committee will define absenteeism and how it is to be applied to this Article.

## ARTICLE 50 — Pension Plan

Section 1. The Employer shall contribute to the Western Pennsylvania Teamsters and Employers Pension Fund for each eligible employee: regular, casual, extra, probationary, or replacement employee covered by this Agreement in accordance with the terms of the Pension Trust Agreement and Plan. There shall be no other pension fund under this Contract for operations under this Contract or for operations to which the employers who are party to this Contract are also parties. The amount of such contribution shall be:

	Per Hour
Effective 4/1/79	\$1.02
Effective 4/1/80	\$1.15
Effective 4/1/81	\$1.27

for all straight time hours paid for to a maximum of 40 hours per calendar week.

(a) All straight time hours paid for shall include those hours paid for holiday and vacation.

(b) Where wage payments are based on other than an hourly rate, the number of hours paid for are to be computed on the basis of wages earned during the week divided by the applicable hourly rate.

(c) This provision shall become effective only after the Fund actuary has certified to the Trustees of the Fund that this provision shall not have an adverse effect on the current Fund and has the approval of the Trustees. Until such time appropriate contributions shall be made in accord with the schedule of contributions established by 1976-1979 Agreement with the new negotiated increases. Trustee action will be final and binding with no arbitration.

(d) By the execution of this Agreement, the Employer authorizes the Employers' Association which is a party hereto to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

(e) If an employee is granted a leave of absence for any reason other than assuming full-time elected union office, the Employer shall collect from such employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to the Pension Fund during the period of absence.

(f) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the



job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

(g) There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

#### ARTICLE 51 — Death in Family

In the event of a death of a member of the employee's family, a regular employee shall be allowed a reasonable time off, not to exceed five (5) days, and will be reimbursed eight (8) times his straight time hourly rate for each day lost from work. Members of the employee's family means husband, wife, child, parent, foster parent, brother and sister.

Two (2) days guaranteed regardless of day of death or day of funeral.

#### ARTICLE 52 — Local Cartage Provisions

**Section 1.** All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee.

**Pay  
Period**

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check to the employee at the address designated by the employee.

**Section 2.** Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. Individual dock employees shall be given a fixed lunch period at the beginning of each workweek and such time shall not be changed during the week. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two (2) hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

**Meal  
Period**

**Section 3. A. Sundays**

**Sundays  
and  
Holidays**

Any employee covered by this contract required to work on Sunday shall be paid for such work at the rate of double time with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour workweek. This shall not apply to employees on regularly assigned shifts starting on or after 6:00 p.m. Sunday evening.

**B. Holidays**

(a) The following named holidays, or the days observed as such, shall be recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday and Veteran's Day, or another day mutually agreed upon between the Employer and the employees; and the day after Thanksgiving Day holiday which shall be observed in accordance with the practice established under the 1973-1976 Contract. (Additional holiday granted 4/1/80 will be selected by the Joint Council 40 Freight Negotiating Committee and such holiday shall be a "floating holiday").

(b) Any regular employee who does not work on the holiday but who has worked ninety (90) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to eight (8) hours, (nine hours for peddle drivers) pay at the straight time hourly rate for such holiday. Time lost due to vacation or within six (6) months of absence due to a compensable injury shall be used in computing hours worked, if that employee would have received such holiday pay but for the compensable injury.

(c) Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at the straight time hourly rate in addition to receiving his holiday pay, and shall be guaranteed a minimum of eight (8) hours work.

(d) When a holiday falls during the regular vacation of an employee entitled to holiday pay, he shall receive an extra day's pay for such holiday. Said employee shall have the option of taking an extra day off at the end of his scheduled vacation. Said employee must notify the Employer of his or her intention prior to the start of his or her vacation.

(e) Pay for unworked holidays shall not be used in computing overtime pay in the regular workweek. Time worked in excess of thirty-two (32) hours in any week in which a holiday occurs shall be paid for at the rate of time and one-half (1½) except where the holiday falls on Saturday or Sunday provided the holiday falls within the scheduled workweek. Then the time and one-half (1½) shall be paid after the fortieth (40th) hour (after 36 and 46 hours respectively for peddle drivers).

(f) When any of the above mentioned holidays fall on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid for at the holiday rate.

**Section 4.**

**Vacations**

(a) Vacation time for employees with over sixty (60) days employment on June 1st, but less than one (1) year's service, shall be prorated for this period of employment.

(1) Each employee with a record of continuous employment for one (1) year or more but less

than two (2) years shall receive one (1) week's vacation with pay.

(2) Each employee with a record of continuous employment of two (2) years or more but less than ten (10) years shall receive two (2) weeks' vacation with pay.

(3) Each employee with a record of continuous employment of ten (10) years or more, but less than fifteen (15) years, shall receive three (3) weeks' vacation with pay.

(4) Each employee with a record of continuous employment of fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

(5) Each employee with a record of continuous employment of twenty (20) years or more shall receive five (5) weeks' vacation with pay.

(6) June 1st shall be the eligibility date for all employees for vacation purposes. (Employees who are hired between June 1 and July 31 shall, after their first vacation, be credited with a June 1 anniversary date for vacation purposes only.)

(b) Vacations are to be scheduled any time during the time from June 1st to May 31st of each year. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation. Employees are to select their vacation period in the order of seniority. No employee shall accept vacation pay in lieu of vacation. Vacation pay shall not be less than 46 hours' pay at the man's regular rate of pay as set in Section 9 or for two (2) year men, 90 hours' pay; or for ten (10) year men, 135 hours' pay; or for fifteen (15) year men, 180 hours' pay; or for twenty

(20) year men, 225 hours' pay. (Vacation pay shall not be less than forty-five (45) hours for peddle run driver.)

(c) All employees must receive their vacation pay before taking vacation.

(d) A list of employees who are to receive vacations should be posted in all terminals. Vacations are to be taken seven (7) consecutive days as of the Employer's pay week, and for two (2) year men, either fourteen (14) consecutive days or two (2) seven (7) day periods, and for ten (10) year men, either twenty-one (21) consecutive days or three (3) seven (7) day periods, employees with fifteen (15) years' service shall receive either twenty-eight (28) consecutive days or four (4) seven (7) day periods, and employees with twenty (20) years' service shall receive either thirty-five (35) consecutive days or five (5) seven (7) day periods. Time selected to be mutually agreed to by the employee and Employer.

(e) Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees. Absence from work if six (6) months or less because of a compensable injury shall not be construed as interrupting the yearly working service of an employee. Employees who are absent more than sixty (60) work days for the reasons stated herein shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st.

(f) The pro rata provisions of this Section shall also apply to all employees who terminate their employment with their Employer between June 1st and June 1st.

(g) If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

(h) Where an employee has worked, during the vacation eligibility year, at least sixty (60) days (or tours of duty) under the terms of the Over-the-Road and Local Cartage Contracts, then that employee's vacation pay shall be computed on the basis of the number of dollars earned under each contract, Road or Local Cartage, as compared to his total earnings and the resultant percentages shall be applied to the appropriate contract for total vacation pay computation.

(i) Employees shall bid vacation periods by seniority. During the period June 1st to September 1st of each year the Company shall permit at least 15% of those active employees by classification employed by the company (local driver, dock, and over-the-road) personnel to take a vacation. The number to be granted vacation shall be mutually agreed to so that the Company will, at all times, have sufficient qualified personnel to maintain their operation.

**Section 8.**  
**Protective**  
**Apparel**

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, harbed wire, and acids, shall be provided with rubber or leather aprons and gloves. Terminal yardmen and hostlers shall be provided with rain gear.

**Section 9.**  
**General**  
**Conditions**

(a) There will be no interest or handling charge on earned money advanced prior to regular payday.

(b) Employees changing jobs must notify Union immediately.

(c) It shall be the duty of every member of the Local to carefully check all goods handled by such employees and any overages, shortages or damages shall promptly be reported to the Employer in writing.

(d) Every operator who operates under this Collective Bargaining Agreement and who is a member of the Association shall, as a condition of membership, be a signatory to this Agreement.

Any operator who becomes a member of the Association or who may take over the operating rights or the operation of any member or non-member of the Association shall, as a condition of membership, become a signatory to this Agreement only after the Union has had a satisfactory understanding on working conditions with such operator.

(e) After mutual agreement between the company and the Local Union, the company may establish a flexible workweek based on any five (5) days out of a seven (7) day week. In such case, workweek schedules shall be established in accord with Article 52, Section 9, D.

(f) A driver, who because of having his operator's license suspended may not drive, shall be eligible for call for that work for which he can qualify in accord with his seniority, but he may not bump any regular man irrespective

of their relative seniority until the next regular bid period. This clause shall not apply when separate contract seniority is observed.

A driver who fails to notify the company that his license is suspended shall be subject to disciplinary action.

(g) The trucking industry within the jurisdiction of Joint Council #40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of those Local Unions but who are not regular employees of companies covered by this Agreement.

(h) Employees will be provided a receipt, if requested, for all monies turned in.

(i) No employee shall be required to take any form of lie detector test as a condition of employment.

#### Section 7. A. General

##### Paid-For-Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid for after promptly reporting any delay to management. The Employer shall pay for all time spent

attending meetings at the Company's specific direction.

#### B. Call-In Time

Employees called to work shall be allowed sufficient time, not to exceed one (1) hour, without pay, to get to the garage or terminal and shall draw full pay from the time they report or register in as ordered. All employees shall have a reporting time for all the work available which shall be designated the night before. When the Company finds it has additional work, the Company is required to call regular employees in seniority order for that work and must allow those employees so called one (1) hour to report to work. If called and not put to work, employees shall be guaranteed six (6) hours' pay at the rate specified in this Agreement for their classification of work. If employee is put to work he shall be guaranteed a minimum of eight (8) hours' pay.

#### Section 8. Leased Equipment

A. For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by the Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

B. In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

C. The Employer expressly reserves the right to control the manner, means and details of and by which, the owner operator performs his services, as well as the ends to be accomplished.

D. This Section applies only to city employees owning and operating their own equipment.

#### Section 9. A. Wages

Rates of pay shall be as follows:

Wages and Hours	Double Bottom	Per Hour
	Effective 4/1/79	\$10.19
	Effective 4/1/80	\$10.54
	Effective 4/1/81	\$10.89
	Tankem or Ten Wheeler	
	Effective 4/1/79	\$10.19
	Effective 4/1/80	\$10.54
	Effective 4/1/81	\$10.89
	Tractor Drivers and Switchers	
	Effective 4/1/79	\$10.19
	Effective 4/1/80	\$10.54
	Effective 4/1/81	\$10.89
	Double Bottom Straight Job Drivers	
	Effective 4/1/79	\$10.19
	Effective 4/1/80	\$10.54
	Effective 4/1/81	\$10.89
	Checkers	
	Effective 4/1/79	\$10.19
	Effective 4/1/80	\$10.54
	Effective 4/1/81	\$10.89
	Loaders	
	Effective 4/1/79	\$10.09
	Effective 4/1/80	\$10.44
	Effective 4/1/81	\$10.79
	Helpers	
	Effective 4/1/79	\$10.09
	Effective 4/1/80	\$10.44
	Effective 4/1/81	\$10.79

#### Lift Truck, Tow Motor Operators

Effective 4/1/79	\$10.24
Effective 4/1/80	\$10.59
Effective 4/1/81	\$10.94
Teamster Riggers	
Effective 4/1/79	\$10.44
Effective 4/1/80	\$10.79
Effective 4/1/81	\$11.14

Teamster Riggers shall apply except where work is performed under AGC Agreement on job site construction. Rigging is in addition to cribbing, blocking, etc. and includes any specialized equipment other than a crane or a similar type of equipment making lift or hoist.

The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours.

City employees working beyond a thirty (30) mile road radius but within a one hundred (100) mile road radius of his home terminal shall be considered peddle drivers and shall receive overtime after forty-five (45) hours per week and nine (9) hours per day.

Union shall have the right to file a grievance against an Employer who consistently insists that employees work ten (10) hours a day. This shall apply to city drivers returning to terminal after completing their tour of duty, as well as other classifications.

#### B. Shift Differential

There shall be an additional seven and one-half cents (7½¢) per hour paid to employees starting work between the hours of 4:00 p.m. and 4:59 a.m.

#### C. Hours and Guarantee

(a) Forty (40) hours shall constitute a



workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular employees on seniority list to be established on a weekly basis commencing with start of the workweek. When an employee absents himself for any reason, it shall break the guarantee. As Act of God or conditions beyond the control of the Employer shall break the guarantee.

Work shall be scheduled for five (5) consecutive days: Monday through Friday or Tuesday through Saturday.

Employees shall have preference of getting forty (40) hours according to their seniority.

Time and one-half (1½) shall be paid for hours worked in excess of forty (40) in a week or in excess of eight (8) hours in a day. Time and one half (1½) shall be paid where the employee works a sixth day in the payroll week, except Sunday and Holidays. Payment of such overtime rate shall not be duplicated for the same hours worked. At terminal points where there is no more than one (1) employee, he shall receive this guarantee.

(b) Should any employee be ordered to work ahead of others who have greater seniority, the Employer shall compensate the senior man at the regular hourly rate for the difference in time between that time that he reported to work and that which the junior employee reported. Such penalty payment shall be at the straight hourly rate and shall be paid in addition to the guarantees required by this section. This provision shall not apply where the senior employee is incapable of operating the equipment or the junior employee has either a regular run or reporting time.

(c) Extra men, when called shall be guaranteed eight (8) hours' pay except casual dockmen who shall be guaranteed six (6) hours' pay when called to work.

(d) Split shifts shall not be permitted.

(e) When an employee receiving eight (8) hours minimum would exceed forty (40) hours, the employee called to work shall be guaranteed working time to result in the equivalent of six (6) hours of straight time rate of pay.

(f) When City Freight employees are on trips and have to stay off duty overnight, they shall be furnished satisfactory lodging or paid fourteen dollars and fifty cents (\$14.50) for hotel and eight dollars and seventy-five cents (\$8.75) for meals.

(g) Any employee covered by this Agreement and now receiving more than the above scale of wages, shall not suffer any reduction in wages.

(h) When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower rated work performed.

(i) In the event the Companies under the jurisdiction of the Local Union party hereto, should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union, or contract is higher than the rate of pay prevailing in this contract, the higher rate of

pay shall prevail for such work actually performed.

#### D. 7-Day Operations

(a) Employers who operate a 7-day operation shall be governed by this Section and shall establish a scheduled workweek consisting of a (5) consecutive days out of any 7-day period for seventy-five percent (75%) of the regular work force.

(b)(1) Forty (40) hours shall constitute a workweek. Forty (40) hours weekly guarantee for the top eighty-five percent (85%) of regular employees on the seniority list to be established on a weekly basis commencing with the start of the workweek. Determination of the number to which the guarantee shall apply is based on the cumulative number beginning work at the start of each of the flexible workweeks. When an employee absents himself for any reason, it shall break the guarantee. An Act of God or conditions beyond the control of the Employer shall break the guarantee.

2. The Employer shall post for bid, on regular starting times, a minimum of seventy-five percent (75%) of the regular positions. Such number to be determined each six (6) months. The bids mentioned herein shall be posted every twelve (12) months, except as mutually agreed to in writing. Regular positions that are vacated temporarily or permanently shall be filled as required through assignment from non-bid personnel until the next bid period unless the parties mutually agree to fill such positions, in writing, by a different procedure.

(c) Time and one-half (1½) shall be paid for hours worked in excess of forty (40) hours in

the workweek or in excess of eight (8) hours in a day. Time and one-half (1½) shall be paid where the employee works six (6) consecutive days in the workweek, and double time shall be paid where the employee works the seventh (7th) day in the workweek. Payment of such overtime rate shall not be duplicated for the same hours worked.

(d) Regular non-bid employees may be worked any five (5) days, Monday through Sunday (by mutual agreement, in writing, a different standard workweek may be established by the parties), and shall be called to work in relative seniority order. Time and one-half (1½) shall be paid where the employee works six (6) consecutive days in the workweek, and double time shall be paid where the employee works seven (7) consecutive days in the workweek.

(e) When a regular bid employee misses a scheduled workday due to a bona fide personal emergency, that day may be made up by that employee if work is available within that employee's scheduled 6-day workweek before the Company calls non-seniority men for that day. The employee desiring to make up that day missed must notify the Company at least twelve (12) hours prior to the start of the work shift.

(f) To be eligible for call-out, an employee will not be available for call for a starting time beginning less than twelve (12) hours after the termination of his previous shift (call-out time may be changed through written mutual agreement of the parties).

(g) When it becomes necessary for a temporary layoff due to lack of work caused by

Holidays or weather conditions in areas other than Western Pennsylvania, temporary layoffs of up to two (2) days may be made by shift with the least senior employee on that shift laid off first. Recall will be made in reverse order. Temporary layoff procedures may be changed through written mutual agreement of the parties.

(h) Where mutually agreed between the Employer and the Local Union, Saturday and Sunday work shall not be included as qualification days in the computation for establishing regular extra status.

E. The Employer may establish a 4-day peddle workweek consisting of four (4) 10-hour days subject to Local Union approval, except that each employer shall be permitted a minimum of one (1) such bid or assignment. Individuals bidding or assigned such 4-day work schedule shall be included in the regular guarantee established in Subsection 3 hereof, but shall be guaranteed four (4) days' work at ten (10) hours per day with overtime paid after ten (10) hours per day and forty (40) hours per week, but not both.

## ARTICLE 53 — Over-the-Road Provisions

**Section 1.** (a) Road drivers will be permitted to make pickups and/or deliveries en route, intermediate to, or at destination, provided, however, that drivers shall receive additional compensation at their regular hourly rate for all time spent in such loading, unloading or off-route mileage.

### Pickup & Delivery Limitation

Where the Employer maintains a terminal within a Local Union's territorial jurisdiction,

road drivers will not be permitted to make pickups and/or deliveries within the territorial jurisdiction of that Local Union unless agreed to in writing by the Employer and that Local Union. On a company-by-company basis, road drivers shall be permitted to pickup or deliver truckload shipments of commodity items upon the approval of such pickup or delivery by the Western Pennsylvania Joint Area Committee. This Committee decision is final and binding and cannot be put before any other Committee.

Where specific problems are involved and the parties are unable to agree, such matters shall be submitted to the Joint Area Committee for disposition.

At no time shall any provision of this Article permitting pickup and delivery supersede the provisions of any Local Cartage Contract which prohibits such pickup and delivery.

(b) Whenever freight is delivered or picked up by road drivers engaged in road work for an Employer, they shall be paid additional for said extra work by the hour at the regular straight time hourly driver's rate.

**Section 2.** (a) All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Monies reimbursed to the employee for expenses incurred under this Agreement shall not be included as a part of taxable earnings.

### Pay Period

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an

itemized statement of all deductions made for any purpose.

The Employer agrees to pay additional or extra men at the completion of their work whenever it is possible to do so or will mail a check to the employee at the address designated by the employee. The Employer shall pay for all time spent attending meetings at the Company's specific direction.

**Section 3.**

**Definitions**

(a) Road drivers shall be defined as those drivers who drive equipment to points beyond a 100-mile radius of originating terminal and are not engaged in peddle run work and shall be covered under the terms and conditions of this Agreement.

(b) Trip rates of mileage other than above, which are or may be set up by agreement between the parties, shall be classified as road runs and will be covered by the terms and conditions of this Agreement.

(c) Peddle runs are runs on which drivers make pickups and/or deliveries of freight from or to shippers and/or receivers' places of business and return to originating terminal. Such runs shall not be governed by the terms and conditions of this Agreement.

**Section 4.**

**Protective  
Apparel**

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire and acids shall be provided with rubber or leather aprons and gloves.

**Section 5.**

**General  
Conditions**

(a) There will be no interest or handling charge on earned money advanced prior to regular payday.

(b) Employees changing jobs must notify the Union immediately.

(c) During the terms of this Agreement, the Employer or the Union shall not ask or require members of the Association to enter into an agreement in conflict with this Agreement.

(d) Drivers are to be kept at their home terminals on Holidays and Sunday when possible.

(e) Any employee caught violating rules of the Employer shall not go to some distant terminal. He will be tried at his Local terminal upon the request of the Union Representative.

(f) There shall be an equal division of runs out of jurisdiction as business warrants.

(g) A driver who, because of having his operator's license suspended, may not drive shall be eligible for call for that work for which he can qualify in accord with his seniority, but he may not bump any regular man irrespective of their relative seniority until the next regular bid period. This clause shall not apply when separate contract seniority is observed.

A driver who fails to notify the company that his license is suspended shall be subject to disciplinary action.

(h) The trucking industry within the jurisdiction of Joint Council #40 agrees to cooperate with Local Unions party to this Agreement to the end that a mutually satisfactory method for obtaining necessary D.O.T. driver certification (excluding the D.O.T. physical) may be obtained by driver personnel who are members of those Local Unions but who are not regular employees of companies covered by this Agreement.

(i) Where a road driver reports in writing a tachometer or speedometer as being inaccurate

on a unit, that tachometer or speedometer shall be checked if Company facilities are available. In the event the unit cannot be checked, any driver who subsequently drives the unit must be informed of the driver's report.

(j) If the dispatch of a regular bid driver is broken, he will be paid his original dispatch. Wreck of equipment or incapacity of driver or dispatch not completed because of a strike of a Teamsters Union shall not be considered a broken dispatch.

(k) The employer agrees that road drivers required to lay over more than three (3) times prior to return to the home terminal, excluding layovers caused by breakdowns, impassable highways or picking up log hours, shall be reimbursed the first eight (8) hours of such, and each subsequent layover, at the regular hourly rate.

(l) Newly manufactured over-the-road tractors which are added to the road fleet, subsequent to April 1, 1977, and assigned to road operations on a regular basis shall be air-conditioned. The National Negotiating Committee shall designate an Employer-Union Committee which shall undertake to determine the feasibility of converting road tractors to provide air conditioning by April 1, 1980.

The Conference Joint Area Committee may, upon application of either the Employer or the Local Union, waive the installation of such air conditioning equipment as a result of climatic conditions or other standards established by the Committee.

(m) Road drivers shall be given a copy of scale ticket if same is available.

(n) The Employer agrees that within ninety (90) days after ratification of this Agreement the Employer shall, at the request of the Local Union, meet with the Local Union and attempt to establish reasonable dispatch and/or call procedures. Failing to agree, the matter may be processed through the grievance procedure.

(o) No employee shall be required to take any form of lie detector test as a condition of employment.

(p) The Employer agrees to maintain a clean and sanitary washroom having running water with toilet facilities, unless otherwise agreed to.

**Section 8.** (a) The following rate of pay shall prevail for the two-man operation:

**Two-Man Operations**

(a) Two-Man Rate—Single Trailer

	Per Mile
Effective 4/1/79	26.5854
Effective 4/1/80	27.3354
Effective 4/1/81	28.0854

Single Man Rate—Single Trailer

	Per Mile
Effective 4/1/79	13.29254
Effective 4/1/80	13.66754
Effective 4/1/81	14.04254

(b) Two-Man Rate—Double

Trailer Not Exceeding Two 30' Trailers

	Per Mile
Effective 4/1/79	27.3354
Effective 4/1/80	28.0854
Effective 4/1/81	28.8354

**Single Man Rate—Double**

**Trailer Not Exceeding Two 30' Trailers**

	Per Mile
Effective 4/1/79	13.6676¢
Effective 4/1/80	14.0425¢
Effective 4/1/81	14.4175¢

(c) Where regular highway semis (40, 46 foot links or more than two trailers) are used for double bottom purpose of delivering or transporting freight other than steel or perishable commodities the rate shall be:

	Per Mile
Effective 4/1/79	27.69¢
Effective 4/1/80	28.44¢
Effective 4/1/81	29.19¢

Each man involved shall receive one-half (½) of the above rate.

B. The rate of pay for pickup and delivery of delay time shall be as follows: Pickup and delivery shall be paid for at the full hourly rate for each man. Both drivers on two-man operation shall receive the same rate of pay when delayed on pickup and delivery. Full allowance for breakdown, layover, impassable highway and deadheading time for lodging, etc., as specified elsewhere in this Agreement shall obtain for both men.

Hourly Rates of Pay	Per Hour
Effective 4/1/79	\$10.12
Effective 4/1/80	\$10.47
Effective 4/1/81	\$10.82

There shall be no allowance for time spent taking fuel and oil en route between terminals.

Flagrant abuse of free time shall constitute a violation of this subsection and shall be subject to the grievance machinery of Article 46.

C. There shall be no two-man operation on runs less than 800 miles round trip unless otherwise agreed to.

**D. Sleeper Cab Operations**

Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he has established relay runs or through runs, except to move an unusual or overflow freight, and in such event drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

E. Where sleeper cab drivers are required to layover away from their home terminal, layover pay shall commence following the twelfth (12th) hour after the end of the run. If driver is held over after the twelfth (12th) hour, he shall be guaranteed two (2) hours' pay, in any event for layover time. If he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty (20) of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the man is entitled if he is put to work at any time within the twenty (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour.



All other provisions of Article 63, Section 10 shall apply except as may be provided below.

The layover provision of this Agreement shall apply at only one (1) away from home terminal, and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each man. The layover provision of this Agreement is to be applicable at such away from home terminal the first time reached on a round trip away from home terminal and such layover point shall be designated on the driver's original orders prior to the dispatch from point of origin and shall remain the same whether or not the driver touches that point.

Upon the second or subsequent arrival at such away from home terminal prior to return to the home terminal, all time shall be paid for both men, and the layover provision shall not apply. All sleeper teams must be sent to their home terminal on the third dispatch, unless otherwise agreed to.

The Employer shall provide in his dispatch rules and/or procedures twenty-four (24) hours off at the home terminal at least once a week unless otherwise agreed to.

It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8) hour rest period.

F. Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer in a clean and sanitary condition. Complaints with respect to width, depth, and condition of mattresses shall be subject to the Grievance Procedure.

1964 sleeper equipment and all new sleeper equipment thereafter must be provided with air conditioning or a mechanical cooling system and heating appliances. In the event of mechanical failure of such air conditioning and heating appliances repairs shall be made at the point of breakdown if proper facilities are available. The breakdown time for air conditioning is to be applied as follows: The drivers will not be paid for down time enroute while getting air conditioning fixed but will get paid for heating appliances. In any event drivers will be paid under the away from home terminal breakdown clause at point of destination for such repairs.

G. Where driver teams are once established it is understood that they are not to be separated unless mutually agreed to by the Employer, the Union, and the driver team involved, except in case of emergency or reduction in force.

H. Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report for work between the hours of 7 p.m. and 7 a.m.; and provided further that drivers who are off duty in the home terminal before 6 p.m., on Saturday who are called to work prior to 12 midnight Sunday shall be given not less than six (6) hours' notice when ordered to report for duty. Above schedule can be changed only by mutual agreement between Local Union and Employer. The notification required by this subsection, shall state an approximate time of departure with a two (2) hour leeway. After having been so notified, one (1) notification to change or cancel the departure time can be given, except where an emergency exists, in which event a notification

of the cancellation can be given. After the emergency passes, normal dispatch procedures shall be resumed.

In the event a notified team, not properly cancelled, reports as notified and is not dispatched, the drivers shall each receive four (4) hours' call-in time if not put to work, or pay for all time spent after reporting and shall retain their positions on the board. This shall not modify the weekend call provisions of the agreement and shall not be employed as a subterfuge to avoid the intent and purpose of this interpretation.

The mentioned six (6) hours' notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board.

No driver teams may or shall be separated for the purpose of such trip except in case of illness.

Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours rest to which such trip is offered, shall be required to take the trip, if no other team above it takes the trip.

1. A sleeper cab trip is exactly as is defined in SECTION 6, D.

During such sleeper cab trip there may be a pickup or drop of freight, an exchange of trailers at one (1) intermediate point outbound, and one (1) intermediate point on the return trip, provided:

(1) There shall be no runaround or interference with leg, relay or through runs.

(2) There shall be no deliberate runaround payment as a subterfuge for running around leg, relay or through runs.

(3) Where there is a need for VIA dispatches and the Company and the Local Union cannot agree it shall be subject to the grievance machinery.

J. Each over-the-road driver of sleeper cab equipment shall receive vacation pay at the period mentioned in the vacation provisions of this Agreement as follows: Vacation pay shall be computed by dividing the employee's earnings of the last calendar year by fifty-two (52) to determine one week's earnings, and then multiplying by the number of weeks earned vacation.

There shall be no exception to the above unless an employee is out of work because of his proven illness or injury resulting in inability to work for a cumulative period of four (4) weeks' or more as evidenced by a doctor's certificate filed with the Company when returning to work, if required by the Company. Any period of illness or injury less than one (1) week (7 days) duration shall not be used to make up the four (4) weeks. When such conditions occur then the actual annual earnings for the calendar year involved shall be divided by fifty-two (52) less the number of weeks proven illness or injury as outlined above.

K. Only two (2) men shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event shall a master driver be in the cab in addition to the two regular drivers for more than three hundred (300) miles and then only if requested by a majority of the regular drivers or by agreement of the team involved.

**Section 7.**

**Owner-Operators**

A. Owner-operators (See Note), other than certified or permitted carriers, shall not be covered by this Agreement unless affiliated by lease with a certificated or permitted carrier which is required to operate in full compliance with all provisions of this Agreement and holding proper ICC and state certificates and permits. Such owner-operators shall operate exclusively in such service and for no other interests.

(NOTE: Whenever "owner-operator" is used in this Section, it means owner-driver only, and nothing in this Section shall apply to any equipment leased except where owner is also employed as a driver.)

B. The owner-operator shall maintain seniority on a separate seniority list from that of company drivers and may move to the company driver seniority list only when the company determines to buy off the owner-operator's equipment, and the company has a current opening for the owner-operator's services. The owner-operator shall assume seniority behind that of the least senior regular company employee.

C. Certificate and title to the equipment must be in the name of the actual owner.

D. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

E. Certificated or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30) day bona fide lease arrangements, on a rotating board, before hiring any extra equipment.

F. Separate checks shall be issued by the certificated or permitted carriers, for driver's wages and equipment rental. At no time shall the equipment check be for less than actual miles operated. Separate checks for drivers shall not be deducted from the minimum truck rental revenue. The driver shall turn in time direct to the certificated or permitted carrier. All monies due the owner-operator may be held no longer than two (2) weeks, except where the lease of equipment agreement is terminated and in such case all monies due the operator may be held no longer than thirty (30) days from the date of the termination of the operation of the equipment.

G. Payment for equipment service shall be handled by the issuance of a check for the full mileage operated, tonnage or percentage, less any agreed advances. A statement of any charges by the certificated or permitted carrier shall be issued at the same time, but shall not be deducted in advance.

H. The owner-operator shall have complete freedom to purchase gasoline, oil, grease, tires,

tubes, etc., including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

I. There shall be no deduction pertaining to equipment operation for any reason whatsoever.

J. The Employer or certificated or permitted carrier hereby agrees to pay road or mile tax, social security tax, compensation insurance, public liability and property damage insurance, bridge tolls, fees for certificates, permits and travel orders, fines and penalties for inadequate certificates, license fees, weight tax, and wheel tax, and for loss of driving time due to waiting at state lines, and also cargo insurance. It is expressly understood that the owner-driver shall pay the license fees in the state in which title is registered. All tolls, no matter how computed, must be paid by the Employer regardless of any agreement to the contrary. All taxes or additional charges imposed by law relating to actual truck operation and use of highways, no matter how computed or named, shall be paid by the carrier, excepting only vehicle licensing as such, in the state where title is registered.

K. There shall be no interest or handling charge on earned money advanced prior to the regular pay day.

L. (a) All certificated or permitted carriers hiring or leasing equipment owned and driven by the owner-driver shall file a true copy of the lease agreement covering the owner-driver equipment with the Joint Area Committee. The terms of the lease shall cover only the

equipment owned and driven by the owner-driver and shall be in complete accord with minimum rates and conditions provided herein, plus the full wage rate and supplementary allowances for drivers as embodied elsewhere in this Agreement.

(b) The minimum rate for leased equipment owned and driven by the owner-driver shall be:

Single Axle, tractor only	Per Mile
Effective 4/1/79	31.2¢
Effective 4/1/80	33.9¢
Effective 4/1/81	36.6¢

Tandem Axle, tractor only	
Effective 4/1/79	34.4¢
Effective 4/1/80	37.1¢
Effective 4/1/81	39.8¢

Single Axle, trailer only (With \$8.00 minimum daily guarantee)

	Per Mile
Effective 4/1/79	6.25¢

Tandem Axle, 40 foot or over trailer only (With \$10.00 minimum daily guarantee)

	Per Mile
Effective 4/1/79	7.25

Minimum daily guarantee for trailers does not apply to Saturday, Sunday or Holidays. It applies to either the first or last day of use, but not both.

The above rates also apply to deadheading.

The above rates are based on twenty-three thousand (23,000) pounds load limit for single axle tractors and twenty-seven thousand (27,000) pounds load limit for tandem axle tractors.

On load limits over twenty-three thousand (23,000) pounds there shall be ¼ cent additional per mile for each one thousand (1,000) pounds or fraction thereof in excess of twenty-three thousand (23,000) pounds.

There shall be a minimum guarantee of twenty-five thousand (25,000) pounds for leased single axle tractors and twenty-seven thousand (27,000) pounds for leased tandem axle tractors owned and driven by the owner-driver.

During the first year of a lease, there shall be a minimum guarantee of one hundred dollars (\$100) a month for rental of single axle tractors unless the lease is terminated by mutual agreement or for just cause (which does not include layoff). There shall be an offset against such minimum monthly guarantee to the extent that rental income exceeds the minimum mileage rental revenue provided herein, and to the extent of other for-hire rental revenue during periods of layoff. The carrier may, at its option provide a minimum guarantee of twenty-six thousand (26,000) pounds for single axle tractors in lieu of the minimum monthly guarantee provided herein.

Nothing herein shall apply to leased equipment not owned by the driver. The minimum rates set forth above result from the joint determination of the parties that such represent only the actual cost of operating such equipment. The parties have not attempted to negotiate a profit for the owner-driver.

M. Driver-owner mileage scale does not include use of equipment for pickup or delivery at point of origin terminal or at point of destination terminal, but shall be subject to negotiations between the Local Union and

Company. Such negotiations shall be only for the purpose of protecting the wage rate of the driver only as an employee. Failure to agree shall be submitted to the Grievance Procedure.

N. There shall be no reductions where the present basis of payment is higher than the minimum established herein for this type of operation. Where owner-operator is paid on a percentage or tonnage basis and the operating company reduces its tariff, the percentage or tonnage basis of payment shall be automatically adjusted so that the owner operator suffers no reduction in equipment rental or wages or both.

O. It is further understood and agreed that any arrangements which have heretofore been entered into between members of this Union, either among themselves or with the Employer or with the aid of the Employer, applicable to owner-driver equipment contrary to the terms hereof, shall be dissolved or modified within thirty (30) days after the signing of this Agreement so that such arrangements shall apply only to equipment of the owner-driver while being driven by such owner-driver. In the event that the parties cannot agree on a method of dissolution or modification of such agreement to make the same conform to this Agreement, the question of dissolution or modification shall be submitted to arbitration, each party to select one (1) member of the arbitration board and the two (2) so selected to choose a third member of said board. If the two (2) cannot agree upon the third, within five (5) days he shall be appointed by the Joint Area Committee. The decision of said board is to be final and binding.

P. It is further agreed that the intent of this clause and this entire Agreement is to assure the payment of the Union scale of wages as provided in this Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wage scales provided in this Agreement. This clause is intended to prevent the continuation of or formation of combinations or corporations or so-called lease of fleet arrangements whereby the driver is required to and does periodically pay losses sustained by the corporation of fleet arrangement, or is required to accept less than the actual cost of the running of his equipment, thus, in fact, reducing his scale of pay.

Q. It is further agreed that if the Employer or certificated or permitted carrier requires that the "driver-owner-operator" sell his equipment to the Employer or certificated or permitted carrier, directly or indirectly, the "driver-owner-operator" shall be paid fair true value of such equipment. Copies of the instruments of sale shall be filed with the Union and unless objected to within ten (10) days shall be deemed satisfactory. If any question is raised by the Union as to such value, the same shall be submitted to arbitration, as above set forth for determination.

The decision of the arbitration board shall be final and binding.

R. It is further agreed that the Employer or certificated or permitted carrier will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of the Agreement, wherein the provisions as to compensation for services on and for use of

equipment owned by owner-driver shall be lessened, nor shall any owner-driver lease be canceled for the purpose of depriving Union employees of employment, and any such complaint that should arise pertaining to such cancellation of lease or violation under this Subsection shall be subject to Article 46.

8. (a) The use of individual owner-operators shall be permitted by all certificated or permitted carriers who will agree to submit all grievances pertaining to owner-operators to joint Employer-Union Grievance Committees in each respective state. It is understood and agreed that all such grievances will be promptly heard and decided with the specific purpose in mind of:

(1) protecting provisions of the Union contract;

(2) prohibiting any and all violations directly or indirectly of contract provisions relating to the proper use of individual owners;

(3) prohibiting any attempts by any certificated or permitted carrier in changing his operation which will affect the rights of drivers under the terms of the contract, and generally the certificated or permitted carriers agree to assume responsibility in policing and doing everything within their power to eliminate all alleged abuses in the use of owner-drivers which resulted in the insertion of Section 19 (Article 33) in the original 1945-47 Central States Over-the-Road Contract;

(4) owner-driver operations to be terminal to terminal except where there are no local employees to make such deliveries or otherwise agreed to in this contract;



(5) the certificated or permitted carriers agree that they will, with a joint meeting of the Unions, set up uniform rules and practices under which all such cases will be heard;

(6) it shall be considered a violation of the contract should any operator deduct from rental of equipment the increases provided for by the 1979 Amendments or put into effect any means of evasion to circumvent actual payment of increases agreed upon effective for the period starting April 1, 1979 and ending March 31, 1982.

(b) No owner-operator shall be permitted to drive or hold seniority where he owns three (3) or more pieces of leased equipment. This provision shall not apply to present owner-operators having three (3) or more pieces of equipment under lease agreement, but such owner-operator shall not be permitted to put additional equipment in service so long as he engages in work covered by this Agreement or holds seniority. Where such owner-operator drives, he can hold seniority where he works sixty percent (60%) or more of the time.

T. All leases, agreements or arrangements between carriers and owner-operators shall contain the following statement:

The equipment which is the subject of this lease shall be driven by an employee of the lessee at all times that it is in the service of the lessee. If the lessor is hired as an employee to drive such equipment, he shall receive as rental compensation for the use of such equipment, no less than the minimum rental rates, allowances, and conditions (or the equivalent thereof as approved by the Joint Area Committee), established by this Collective Bargaining Agree-

ment for this type of equipment, and in addition thereto, the full wage rate and supplementary allowances for drivers (or the equivalent thereof as approved by the Joint Area Committee).

The lessee expressly reserves the right to control the manner, means and details of, and by which the driver of such leased equipment performs his services, as well as the ends to be accomplished. To the extent that any provision of this lease may conflict with the provisions of this Collective Bargaining Agreement as it applies to equipment driven by the owner, such provision of this lease shall be null and void and the provisions of such Agreement shall prevail.

## Section 2.

### Holidays

(a) The following named holidays, or the days observed as such, shall be recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before Christmas, Christmas Day, Employee's Birthday and Veteran's Day, or another day mutually agreed upon between the Employer and employees; and the day after Thanksgiving Day holiday which shall be observed in accordance with the practice established under the 1973-1976 Contract. (Additional holiday granted 4/1/80 will be selected by the Joint Council 40 Freight Negotiating Committee and such holiday shall be a "floating holiday").

(b) Any regular employee who does not work on the holiday but who has worked 136 hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to ten (10) hours' pay at the straight time hourly rate for such holiday. Time lost due to vacation or within six (6) months of absence

due to a compensable injury shall be used in computing hours worked, if that employee would have received such holiday pay but for the compensable injury.

(c) Regular road drivers who qualify for the holiday in accord with this Section and who perform any work on the holiday, shall be reimbursed a total of twelve (12) straight time hours as holiday pay plus pay for work performed in accord with this Agreement.

(d) Any regular employee who works on the holiday and is eligible for holiday pay as provided in (b) above shall be paid for all work performed at the regular straight time hourly rate in addition to receiving his holiday pay.

(e) When a holiday falls during the regular vacation of an employee entitled to holiday pay, he shall receive an extra day's pay for such holiday. Said employee shall have the option of taking an extra day off at the end of his scheduled vacation. Said employee must notify the Employer of his or her intention prior to the start of his or her vacation.

#### Section 8.

##### Vacations

(a) Vacation time for employees with over sixty (60) days employment on June 1st, but less than one (1) year's service, shall be prorated for this period of employment.

(1) Each employee with a record of continuous employment for one (1) year or more but less than two (2) years shall receive one (1) week's vacation with pay.

(2) Each employee with a record of continuous employment of two (2) years or more but less than ten (10) years shall receive two (2) weeks' vacation with pay.

(3) Each employee with a record of continuous employment of ten (10) years or more, but less than fifteen (15) years, shall receive three (3) weeks' vacation with pay.

(4) Each employee with a record of continuous employment of fifteen (15) years or more shall receive four (4) weeks' vacation with pay.

(5) Each employee with a record of continuous employment of twenty (20) years or more shall receive five (5) weeks' vacation with pay.

(6) June 1st shall be the eligibility date for all employees for vacation purposes. (Employees who are hired between June 1 and July 31 shall, after their first vacation, be credited with a June 1 anniversary date for vacation purposes only.)

(b) Vacations are to be scheduled any time during the time from June 1st to May 31st of each year. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation. Employees are to select their vacation period in the order of seniority. No employee shall accept vacation pay in lieu of vacation. Vacation pay shall not be less than 60 hours' pay at the man's regular rate of pay as set in Section 10, or for two (2) year men, 120 hours' pay; or for ten (10) year men, 180 hours' pay; or for fifteen (15) year men, 240 hours' pay; or for twenty (20) year men, 300 hours' pay.

(c) All employees must receive their vacation pay before taking vacation.

(d) A list of employees who are to receive vacations should be posted in all terminals. Vacations are to be taken seven (7) consecutive

days as of the Employer's pay week, and for two (2) year men, either fourteen (14) consecutive days or two (2) seven (7) day periods, and for ten (10) year men, either twenty-one (21) consecutive days or three (3) seven (7) day periods, employees with fifteen (15) years' service shall receive either twenty-eight (28) consecutive days or four (4) seven (7) day periods, and employees with twenty (20) years' service shall receive either thirty-five (35) consecutive days or five (5) seven (7) day periods. Time selected to be mutually agreed to by the employee and Employer.

(e) Absence of less than sixty (60) work days in the aggregate due to lack of business or illness, shall not be construed as interrupting the yearly working service of such employees. Absence from work if six (6) months or less because of a compensable injury shall not be construed as interrupting the yearly working service of an employee. Employees who are absent more than sixty (60) work days for the reasons stated herein shall receive prorated vacation and pay based on their earned vacations as of the prior June 1st.

(f) The pro rata provisions of this Section shall also apply to all employees who terminate their employment with their Employer between June 1st and June 1st.

(g) If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

(h) Where an employee has worked, during the vacation eligibility year, at least sixty (60) days (or tours of duty) under the terms of the Over-the-Road and Local Cartage Contracts, then that employee's vacation pay shall be computed on the basis of the number of dollars earned under each contract, Road or Local Cartage, as compared to his total earnings and the resultant percentages shall be applied to the appropriate contract for total vacation pay computation.

(i) Employees shall bid vacation periods by seniority. During the period June 1st to September 1st of each year, the Company shall permit at least 15% of those active employees by classification employed by the company (local driver, dock, and over-the-road) personnel to take a vacation. The number to be granted vacation shall be mutually agreed to so that the Company will, at all times, have sufficient qualified personnel to maintain their operation.

#### Section 10. A. Wages

**Wages and Hours** (a) Rates of pay from April 1, 1979 shall be as follows:

Tractor-Trailer Driver	Per Hour
Effective 4/1/79	\$10.19
Effective 4/1/80	\$10.54
Effective 4/1/81	\$10.89
	Per Mile
Effective 4/1/79	24.725¢
Effective 4/1/80	25.475¢
Effective 4/1/81	26.225¢
Tandem Axle Units (5) Axles	Per Mile
Effective 4/1/79	24.8¢
Effective 4/1/80	25.55¢
Effective 4/1/81	26.3¢

(b) Road driver's compensation shall be in accord with this Agreement only.

(c) Permit Loads: All loads requiring a permit as a result of over-height, overlength, over-width or overweight shall be paid for at either the mileage or hourly rate, whichever is greater.

(d) Mileage shall be measured on a terminal-to-terminal basis over routes traveled on runs originating or ending in the Western Pennsylvania area unless some other mileage determination method has been agreed to between the Local Union and the Company.

#### B. Hours and Guarantees

(a) Forty-five (45) hour weekly guarantee for top eighty percent (80%) of all employees on the seniority list who start the week. If only one (1) employee, he shall be on the guarantee. When an employee absents himself for any reason, it shall break the guarantee. An Act of God and conditions beyond the control of the Employer shall also break the guarantee. Provided, however, that this provision shall have no application where the Company and Local Union have agreed to a bid or dispatch system which prohibits dispatch of road drivers by seniority. A minimum guarantee of eight (8) hours pay shall apply to any run. The 8-hour guarantee shall include all miles driven, as well as all other paid-for time, excluding expense allowances and breakdown time.

(1) On turn-around runs, the Employer may deduct no more than one-half (1/2) hour free time at the point furthest away from the home terminal. The Employer shall not abuse this free time. Where the Employer has a practice

of deducting less than the one-half (1/2) hour free time, the practice shall be continued for those employees on the Employer's seniority list as of July 1, 1973.

(b) Drivers delayed due to en route breakdown or impassable highways (as defined by the Area Committee) shall be compensated for miles driven to point of breakdown or impassable highway and paid the regular hourly wage rate for waiting or watching time, provided the driver notifies the terminal by telephone or telegraph of the delay and the reason therefore. Time required to be spent with the equipment shall not be included within the first eight (8) hours out of each 24-hour period for which a driver is compensated on breakdowns or impassable highways but must be paid for in addition. On such breakdowns or impassable highways on all runs, the drivers are to be allowed a maximum of first eight (8) hours' pay out of any 24-hour period. Except when men are ordered to stay with equipment, they shall be paid for all time after seven and one-half (7 1/2) hours, the driver shall again contact his terminal by telephone or telegraph unless help has already arrived. If ordered off duty, he shall be supplied room and meals as specified in this Agreement.

Where a driver is not required to remain at the breakdown point more than fourteen (14) hours, he shall receive the regular mileage rate of pay for miles driven to his destination. If a driver is required to remain off duty fourteen (14) or more hours, that driver shall receive a minimum of eight (8) hours' work or pay from the point of breakdown to his original destination point, and shall not be required to work at or be dispatched through his destination point.

### C. Layover Time

When a driver is required to layover away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run, except for sleeper cab operation which shall be twelve (12) hours.

If driver is held over after the fourteenth (14th) hour, he shall be guaranteed two (2) hours' pay. In any event, for layover time, if he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the man is entitled if he is put to work any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours.

Drivers shall not be compelled to report to work at home terminal until he has had ten (10) hours off-duty time. Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the Grievance Procedure set forth in this contract. It is further agreed where the time limit on layover interferes with regular running schedule, it shall be a shop condition.

When on compensable layover on Sunday and holidays there shall be a meal allowance of six dollars (\$6.00); five (5) hours thereafter, six dollars (\$6.00); and five (5) hours later a third meal allowance of seven dollars & fifty cents (\$7.50). No more than three meals will be allowed during any 24-hour period.

### D. Lodging

Road drivers away from their home terminal shall be supplied with suitable lodging unless a fourteen dollar and fifty cents (\$14.50) allowance is given each driver.

In addition, an eight dollar and seventy-five cent (\$8.75) allowance for meal shall be paid after an eighteen (18) hour layover. Air-conditioned dormitories or air-conditioned hotel rooms if available, shall be furnished when seasonal and climatic condition require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. In addition, dormitories in new terminals must be sound-proofed, and shall not provide for more than one (1) man in a room. Where an existing dormitory currently provides for two (2) men in a room, such a practice shall be continued except that such two (2) drivers must be from the same domicile and are put to bed within one (1) hour of each other.

Effective ninety (90) days after notice of the ratification of this Agreement, at hotels and motels there shall be one (1) man per room except under emergency conditions and provided such accommodations are available.

### E. General

(a) In all cases where an employee is instructed to ride or drive on Company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

(b) All road drivers are to be paid the full trip rate for bobtailing or deadheading.

(c) Any employee ordered to report to work at a certain time shall be paid from the time that he so reports even though he may not actually start work until after that time. An employee shall be allowed two (2) hours to report.

(d) Road driver, when called out and a run does not materialize, shall be paid ten (10) hours at the straight time hourly driver's rate.

(e) Where the Local Union requests it, the Company shall establish rules and procedures so that each road driver shall be relieved from duty and obligation to stand by for call at least twenty-four (24) hours out of each calendar week. Failure to agree, either party may request that the Joint Council #40 Freight Negotiating Committee set such procedures.

(f) Any Employer maintaining sleeping quarters distant from terminals shall provide transportation to and from such sleeping quarters during the hours when adequate public transportation by streetcar or bus is not available or between the hours of 11:00 p.m. and 6:00 a.m. Adequate public transportation shall mean streetcars or buses at thirty (30) minute intervals within one-half mile except during inclement weather. When a driver has to wait more than thirty (30) minutes for transportation, after he has requested same, he shall be paid for all time in excess of thirty (30) minutes. This provision shall not apply where a company provides a company vehicle including a tractor.

#### ARTICLE 54 — Term of Agreement

Term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto



IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1979, to be effective as of April 1, 1979, except as to those areas where it has been otherwise agreed between the parties:

**NEGOTIATING COMMITTEE**

*For the Employees:*

**TEAMSTERS NATIONAL FREIGHT INDUSTRY  
NEGOTIATING COMMITTEE**

Frank E. Fitzsimmons, Chairman

Roy L. Williams, Co-Chairman

Ray Schoessling  
George E. Mock  
Joseph Terolola  
Robert Holmes  
William J. McCarthy  
Salvatore Provenzano  
Joseph Morgan  
Weldon L. Mathis  
Arnie Weinmeister

M. E. Anderson  
Jackie Presser  
Walter J. Shea  
Jack Yager  
Neil Dalton  
Verne Milton  
Robert T. Flynn  
W. C. Smith  
Walter Teague

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS JOINT COUNCIL #40**

Whitman H. Evans

Raymond H. Baker

*For the Employers:*

**TRUCKING MANAGEMENT, INC.**

J. Curtis Counts, Chairman

R. F. Beagle, Vice Chairman

Vincent R. Dagen

R. V. Pulliam, Sr.

R. S. McIvannan

John W. Shepard

**WESTERN PENNSYLVANIA MOTOR  
CARRIERS ASSOCIATION**

C. R. Johnson, President

Julius Casali, Vice President

Leslie S. Breman, Secretary

James H. Hutchinson, Jr., Manager

IN WITNESS HEREOF the undersigned do duly execute  
The National Master Agreement and Supplemental Agree-  
ment (and Riders, if any) set forth herein.

**FOR THE UNION**

LOCAL UNION NO. \_\_\_\_\_, affiliate of International  
Brotherhood of Teamsters, Chauffeurs, Warehousemen and  
Helpers of America.

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

**FOR THE COMPANY**

\_\_\_\_\_  
(Company)

By \_\_\_\_\_  
(Signed)

Its \_\_\_\_\_  
(Title)

Home Office Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Date Signed)

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## NOTES

RIDER

CA 82-1336

PENNSYLVANIA TRUCK LINES, INC.

&amp;

161a

GENERAL TEAMSTER CHAUFFEURS &amp; HELPERS LOCAL UNION NO. 249

Pennsylvania Truck Lines, Inc. (hereinafter referred to as the Employer) and General Teamsters Chauffeurs & Helpers Local Union No. 249 associated with the Eastern Conference of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the Union) agreed to be bound by the terms and provisions of this Agreement.

This Rider is supplemental to and becomes part of Teamsters Joint Council No. 40 Freight Division Local Cartage (hereinafter referred to as the Local Agreement) and the National Master Freight Agreement (hereinafter referred to as the National Agreement) for the period commencing April 1, 1979 and shall prevail over the specific terms of that Agreement only to the extent subsequently provided herein.

The following items hereby reduced to writing, outline the agreed upon understandings reached through negotiations between the above-referred to parties.

1. All employees under Teamsters Local Union 249 Bargaining Unit will receive their pay weekly with the understanding that Pennsylvania Truck Lines could institute a two (2) week hold back in accordance with the letter currently on file with Local 249.
2. When possible men called from the Local Union shall be paid up at the completion of the day's work or no later than the current pay period.
3. When a Holiday falls during the regular vacation of an employee entitled to Holiday pay, he shall receive an extra day's pay for such Holiday. Said employee shall have the option of taking an extra day off at the end of his scheduled vacation. Said employee must notify the Employer of his or her intentions prior to the start of his or her vacation period.
4. Pay for unworked Holidays shall not be used in computing overtime in the regular work week. Time worked in excess of thirty-two (32) hours in any week in which a Holiday occurs shall be paid for at the rate of time and one-half (1½) except where the Holiday falls on Saturday or Sunday provided the Holiday falls within the scheduled

work week. Then the time and one-half (1½) shall be paid after the fortieth (40th) hour (after thirty-six (36) and forty-five (45) hours respectively for peddle drivers).

5. An employee shall receive his vacation pay before taking vacation as long as a minimum of two (2) weeks advance notice is given to the Employer by the employee.
6. The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition, including but not limited to acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.
7. Any attempt by the Employer to move the Pittsburgh/Cleveland/Pittsburgh/Altoona/Pittsburgh work out of the Pittsburgh Terminal would have to be submitted to the appropriate change of operation committee as called for under the National Master Freight Agreement.
8. When a replacement employee is called in and used he shall receive the same starting time as the man he replaces, subject to a maximum of four (4) hours.
9. The items contained in this Rider constitute the entire scope of past practices.
10. No member of the bargaining unit working on the Road will be required to do "tie down" work on any given day, and "tie down" man will not be permitted to do road work on any given day. (See Item 14 below)
11. The National and/or Local Agreement would apply with respect to an employee working out of town being compensated for expenses incurred such as meals, lodging and transportation, etc.
12. It is agreed that Bid Tie Down Employee:
  - will be furnished laundered uniforms each week;

- will be furnished gloves as needed with replacements being issued upon the employee turning in the old pair;
- will be furnished foul weather gear (rain jacket, rain pants, and rain hat) as needed, with replacements being issued upon the employee turning in the old set.

Two (2) extra sets of rain gear and coveralls will be provided for use as required by the employees subject to employee control for proper use and return.

13. In the event the present facilities providing shelter, heat, electric and phone at the site are removed, a meeting will take place between the parties to discuss an alternate means for providing the above items. This will be done prior to the removal of the facility.
14. The Company agrees that no employee will be permitted to do city work runs and log runs on any given day except a modification is hereby made allowing a log run (road) driver to come in and do city work, etc., in order to properly service and satisfy customers in emergency situations. (See item 10 above)
15. All classes will stay at the same rate except for negotiated increases.
16. The Union, its members and the Employer agree at all times as fully as it may be within their power to further their mutual interest and interests of the trucking industry and the International Brotherhood of Teamsters nationwide.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer and the trucking industry. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment, run, terminal and territorial operational conditions, subject to agreement and approval with the Local Union, and to be filed for approval with the Conference Joint Area Committee.

The Union and trucking industry agree to establish a Committee on Industry Operations composed of equal numbers of members from the industry and each Union Conference Area. The purposes of the Committee are to identify problems causing loss of business and job; to direct communication so as to educate employees relative to long-term job security through the Employer, the Local Unions signatory to this Agreement, or other means. It is to be recognized as a joint Union and Employer effort and shall have the full support of the International Union and the industry. Such Committee



shall investigate and make recommendations to the National Grievance Committee on a quarterly basis designed to eliminate operational inefficiencies.

In addition, the Committee on Industry Operations shall advise the Joint National Negotiating Committees of specific recommendations to achieve operational efficiencies as well as steady growth in the Motor Carrier Industry in writing six (6) months prior to the expiration of the current Agreement.

The purpose of this statement of principle is to protect the long-range interests of the employees, the Employer, the Union and the general public served.

17. The appropriate language of the National and/or Local Agreement will be utilized (i.e., Subcontracting and Change of Operations) as it pertains to work presently being performed by Pennsylvania Truck Lines' employees who are members of Teamsters Local Union No. 249.
18. Seniority rights for all employees shall prevail in accordance with Article 43, Section 1 of the Local Agreement.
19. If an employee turns down work for any reason, including bookoffs, sickness, unavailability, etc., during the week and works Saturday, the Saturday work would be worked at straight time. If, however, an employee is compensated under the contract for any days that he may have missed, Monday through Friday, and/or the company does not have work for the employee during the week and he works tie down on Saturday, it would then be at time and one-half (1½).

Note: Compensable items as referred to above are sick leave, funeral leave, jury duty and/or Holidays.

It was agreed that Pennsylvania Truck Lines does have a Tuesday through Saturday work week on a bid work run.

With the above agreements, Pennsylvania Truck Lines' proposal #1 was withdrawn.

20. It is agreed before any starting time can be changed, the Employer must post such change seven (7) days prior to the enactment of any scheduled change; in addition Pennsylvania Truck Lines shall be allowed to cancel and/or change starting times and shifts upon a telephone call due to emergencies, i.e., embargos and acts of God.

Employees who come in early may work to the end of the regular shift and then receive time and one-half (1½) after eight (8) hours and twenty-four (24) minutes. Time and one-half (1½) is not paid for work performed prior to the shift; however, it is paid for work at the backend of the shift in excess of eight (8) hours and twenty-four (24) minutes.

- Protect 3 Part*
21. Article 9 of the National Master Freight Agreement shall apply.
22. Yard men will be trained for a period of two (2) days after which the Terminal Manager will determine if additional time is needed. If additional time is needed the employee will be paid at eight (8) hours a day.
23. The employee will go to the doctor of his choice and the Company will pay up to the established amount of \$15.00. If, in the eyes of the Company there appears to be something wrong with the physical examination performed by the employee's doctor, the Company shall have the right to send the employee to a doctor of its choosing. If a discrepancy arises between the two doctors, it shall be resolved by the employee going to a third doctor selected by the above two doctors.
24. If and when a road operation is instituted at the Pittsburgh Terminal a meeting would be held between the parties to discuss the implementation of it.
25. The Economics negotiated in the National Master Freight Agreement Settlement would apply.
26. It was agreed that any grievance arising between the employees and the Employer shall first be adjusted, if possible, between the Union and the Employer without any unnecessary delay. In the event, however that the Employer and the Union are unable to properly adjust such grievance, same shall be referred to arbitration. The Employer and/or Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service and within seventy-two (72) hours after receipt of same, shall arrange to alternately eliminate names from the list (the grieving party removing the first name) until such time as only one name remains. That person shall be designated to hear the grievance and his decision shall be final and binding upon all parties. The decision of the arbitrator shall be rendered within thirty (30) days after the hearing on the alleged grievance has been concluded. Arbitrator's fees and costs shall be split by the parties. The Arbitrator in hearing the facts has no authority to add to, delete from and/or modify the Agreement.

Discharges, suspensions and seniority questions will be subjects to be heard before an arbitrator.

Interpretations and other items questioned under the contract will be referred to the normal grievance committee, i.e., Joint Council 40 and/or Eastern Conference, etc.

7. There will be no waiting period for sick leave pay. Pay will begin with the first day of sickness.
8. It was agreed the Holiday effective April 1, 1980 will be a personal holiday with the employee notifying the Employer prior to the start of dispatch the day before, subject to seniority with a maximum number of two (2) employees off at one time unless mutually agreed to otherwise.
9. Employees, although allowed to select equipment to drive, would do so in accordance with business demands and work to be performed, subject to adjustment by the Company, if needed.
10. It was agreed that all transfer work performed on the property, i.e., from the rail crossing to the end of Track 8 at the Yard Office, will be done by Local 249 employees unless removed from this area at the direction of customer, shipper, Conrail, etc., and/or unless equipment to transfer load is not owned by Pennsylvania Truck Lines.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this 27<sup>th</sup> day of February, 1980, to be effective as of April 1, 1979 except as to those areas where it has been otherwise agreed between the parties.

PENNSYLVANIA TRUCK LINES, INC.  
PITTSBURGH, PA

GENERAL TEAMSTERS, CHAUFFEURS AND  
HELPERS LOCAL UNION NO. 249

BY: *Michael W. L. Cline*  
ITS: Vice President-Labor Relations

BY: *John P. Cline*  
ITS: *Brown & Spat*

5-24-80  
cc: D. L. Cline (c)  
S. J. Cline (c)  
A. L. Cline (c)

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PENNSYLVANIA TRUCK LINES, INC.,

Plaintiff,

vs.

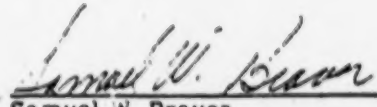
C.A. No. 82-1326

GENERAL TEAMSTERS, CHAUFFEURS  
AND HELPERS LOCAL UNION NO.  
249, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA,

Defendant.

CERTIFICATE

I, SAMUEL W. BRAVER, counsel for the plaintiff herein, certify that the attached Mailgrams, Exhibits A, B, and C were received by me on July 10, 1982, and are being filed this date as confirmation of the messages contained therein notifying the defendant, its counsel, and the International Brotherhood of Teamsters, et al. respectively of plaintiff's application for a Temporary Restraining Order on July 9, 1982.

  
\_\_\_\_\_  
Samuel W. Braver  
BUCHANAN, INGERSOLL, RODEWALD,  
KYLE & BUERGER  
Professional Corporation  
57th floor - 600 Grant Street  
Pittsburgh, PA 15219  
Attorneys for Plaintiff



182a

4-01456:5190002 07/09/82 ICS 1PM-TZZ CSP PGHB  
! 4125628941 MGH TDMT PITTSBURGH PA 07-09 10234 EST

SAMUEL A BRAVER ATTORNEY FOR PENNSYLVANIA  
TRUCK LINES BUCHANAN INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

4125628941 TDMT PITTSBURGH PA 51 07-09 10234 EST  
PMS CHARLES M BYRNES, PRESIDENT  
INTL BROTHERHOOD OF TEAMSTERS, CHAUFFERS WAREHOUSEMEN RPT DLY MGH,  
PHONE 6623700 AND DLR, DLR  
AND HELPERS OF AMERICA LOCAL 249  
4701 BUTLER ST  
PITTSBURGH PA 15201

THIS IS TO ADVISE YOU THAT AT APPROXIMATELY 3:30PM ON JULY 9, 1982  
PENNSYLVANIA TRUCK LINES WILL APPLY TO THE FEDERAL COURT FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA UNITED STATES COURT HOUSE GRANT  
STREET PITTSBURGH FOR A TEMPORARY RESTRAINING ORDER ENJOINING THE  
UNLAWFUL WORK STOPPAGE AT CONRAIL TERMINALS IN PITTSBURGH  
PENNSYLVANIA.

SAMUEL A BRAVER ATTORNEY FOR PENNSYLVANIA TRUCK LINES BUCHANAN  
INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

10:25 EST

MGHCOMP



4-014766S190002 07/09/82 ICS IP4-TZZ CSP:PGHB  
1 4125626941 MGM TDMT PITTSBURGH PA 07-09 1026A EST

183a

SAMUEL W BRAVER ATTORNEY FOR PENNSYLVANIA  
TRUCK LINES BUCHANAN INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

4125626941 TDMT PITTSBURGH PA 51 07-09 1026A EST  
PMS JOSEPH J PASS, JR ESQUIRE  
JUBELINER PASS AND INTERIOR PC RPT DLY MGM, FONE 2813650 AND DLR, DLR  
2000 LAWYERS BLVD  
PITTSBURGH PA 15219

THIS IS TO ADVISE YOU THAT AT APPROXIMATELY 3:30PM ON JULY 9, 1982  
PENNSYLVANIA TRUCK LINES WILL APPLY TO THE FEDERAL COURT FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA UNITED STATES COURT HOUSE GRANT  
STREET PITTSBURGH FOR A TEMPORARY RESTRAINING ORDER ENJOINING THE  
UNLAWFUL WORK STOPPAGE AT CONRAIL TERMINALS IN PITTSBURGH  
PENNSYLVANIA.

SAMUEL W BRAVER ATTORNEY FOR PENNSYLVANIA TRUCK LINES BUCHANAN  
INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

10:27 EST

MGMCOMP

15



4-0146395190002 07/09/82 ICS IPMTZZ CSF PG-B  
1 4125628941 HGM TDMT PITTSBURGH PA 07-09 1024A EST

184a

SAMUEL - BRAVER ATTORNEY FOR PENNSYLVANIA  
TRUCK LINES BUCHANAN INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

4125628941 TDMT PITTSBURGH PA 51 07-09 1024A EST  
PMS INTL BROTHERHOOD OF TEAMSTERS, CHUFFERS  
WAREHOUSEMEN & HELPERS OF AMERICA RPT DLY HGM, FONE 62-6600 AND CLR, DLR  
25 LOUISIANA AVE NORTHWEST  
WASHINGTON DC 20001

THIS IS TO ADVISE YOU THAT AT APPROXIMATELY 3:30PM ON JULY 9, 1982  
PENNSYLVANIA TRUCK LINES WILL APPLY TO THE FEDERAL COURT FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA UNITED STATES COURT HOUSE GRANT  
STREET PITTSBURGH FOR A TEMPORARY RESTRAINING ORDER ENJOINING THE  
UNLAWFUL WORK STOPPAGE AT CONRAIL TERMINALS IN PITTSBURGH  
PENNSYLVANIA.

SAMUEL - BRAVER ATTORNEY FOR PENNSYLVANIA TRUCK LINES BUCHANAN  
INGERSOLL  
57 FLOOR 600 GRANT ST  
PITTSBURGH PA 15219

10:26 EST

HGMCOMP

C

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PENNSYLVANIA TRUCK LINES,  
INCORPORATED,

Plaintiff

vs.

Civil Action No. 82-1326

GENERAL TEAMSTERS, CHAUFFEURS  
AND HELPERS LOCAL UNION NO. 249,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSE-  
MEN AND HELPERS OF AMERICA,

Defendant

TUESDAY, OCTOBER 5, 1982  
PITTSBURCH, PENNSYLVANIA

APPEARANCES:

For the Plaintiff:

Samuel W. Braver, Esquire  
Herbert Burstein, Esquire

For the Defendant:

Ernest B. Orsatti, Esquire

BEFORE: Honorable Alan N. Bloch, J.

TRANSCRIPT OF OFFICIAL NOTES OF TESTIMONY TAKEN IN THE ABOVE-  
CAPTIONED CASE BY:

Michael D. Powers  
Official Reporter

## I-N-D-E-X

1					
2	WITNESSES:	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>
3	Charles M. Byrnes	5	20	40	54
4	John Robert Clemens	58	62		
5	Gerald LeClaire	65	69	78	
6	James. R. Kettler	88	94		
7	Theodore Prince	95	99		
8	Charles M. Byrnes (recalled)	102	108		
9	John Robert Clemens (recalled)	112	115		
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P-R-O-C-E-E-D-I-N-G-S

(Thereupon, court convened on Tuesday, October 5, 1982, at 10:00 o'clock a.m.)

THE COURT: We have scheduled today a hearing both on the preliminary and permanent injunction in the matter of Pennsylvania Truck Lines vs. Teamsters Local 249. This is filed at Civil Action 82-1326.

Mr. Braver, are you ready to proceed?

MR. BRAVER: Your Honor, before I turn it over to Mr. Burstein as lead counsel, two introductory points.

One, the issues before the Court based upon the testimony of the hearing on the TRO, would be the existence of a collective bargaining agreement and also the proof of damages.

I would again direct the Court's attention, also counsel for the defendant, that the Court has already found the following as damages: Lost revenue from the 60 trailers tendered for movement at an average profit of \$480 per trailer, which is \$28,800; the per diem cost of equipment not being used, \$10,000 per day; and the cost of drayage for trailers diverted, \$80,000.

One additional item, Your Honor. The plaintiffs would move for the sequestration of all witnesses who will be testifying or who are not company representatives or witnesses in the courtroom who are not company representatives

1 of the defendant.

2 THE COURT: I don't understand what you mean,  
3 "who are not company representatives".

4 MR. BRAVER: That were not company representatives  
5 of the defendant 249. The plaintiff would move for their  
6 sequestration from the courtroom until such time as they are  
7 called as witnesses.

8 MR. ORSATTI: I believe Mr. Braver is referring  
9 to the employees of Pennsylvania Truck Lines.

10 I have no intention of calling them as witnesses,  
11 Your Honor, and I see no need to sequester them, and I think  
12 they have a right to be present in the courtroom when some-  
13 thing as important as this --

14 THE COURT: If they are not being called as  
15 witnesses, they certainly do have a right to be here.

16 MR. BRAVER: With that, Your Honor, I now turn  
17 over to Mr. Burstein.

18 THE COURT: Fine.

19 MR. BURSTEIN: Your Honor, I believe that certain  
20 of the documents were marked in evidence in connection with  
21 the hearing on the temporary restraining order. Unfortunately,  
22 the transcript doesn't identify the exhibit numbers.

23 THE COURT: We have a list of those.

24 MR. BURSTEIN: I raise that only not to duplicate  
25 the record, Your Honor.

1 THE COURT: All right. We have the list of  
2 exhibits right here, if you would like to look at it.

3 MR. BURSTEIN: May I, please?

4 That's fine, Judge.

5 I want to call, as my first witness, Mr. Byrnes,  
6 the president of the defendant.

7 THE COURT: Mr. Byrnes, come forward, please.

8 CHARLES M. BYRNES,  
9 having been duly sworn, was examined and testified as follows:

10 MR. BURSTEIN: May I proceed, Your Honor?

11 THE COURT: Yes.

12 DIRECT EXAMINATION

13 BY MR. BURSTEIN:

14 Q Please state your full name and home address?

15 A Charles M. Byrnes. My address is 4701 Butler  
16 Street, Pittsburgh, Pennsylvania.

17 Q And what is your business or profession?

18 A I'm the president of Teamsters Local 249.

19 Q Is that union affiliated with the International  
20 Brotherhood of Teamsters?

21 A It is.

22 Q And what are your responsibilities and duties as  
23 president of the defendant local?

24 A I oversee the entire operation of the local union.

25 Q Now, sir, prior to April 1 of 1982, did the local



1 union have a collective bargaining agreement with Pennsylvania  
2 Truck Lines?

3 A They did.

4 Q To the best of your knowledge, what was the  
5 business of Pennsylvania Truck Lines?

6 A Pennsylvania Truck Lines was a rail freight hauler  
7 operating in and around the area of Western Pennsylvania.

8 Q And, sir, prior to April 1, 1982, was the defendant  
9 local a party to what is known as the National Master Freight  
10 Agreement?

11 A I think you have to clarify that. With  
12 Pennsylvania Truck Lines or with other carriers?

13 Q With other carriers, as well as Pennsylvania Truck  
14 Lines.

15 A Well, we were party to the National Master with  
16 other carriers, not with Pennsylvania Truck Lines.

17 Q Is it your statement then that there was a separate  
18 and distinct collective bargaining agreement with Pennsylvania  
19 Truck Lines?

20 A There was.

21 MR. BURSTEIN: Your Honor, may I please have  
22 marked for identification as Plaintiff's Exhibit 1 a booklet  
23 called the National Master Freight Agreement? I have an  
24 extra copy. You have a copy?

25 MR. ORSATTI: I have a copy.

1 MR. BURSTEIN: Fine. Does Your Honor want a copy?

2 THE COURT: I don't think it is necessary.

3 MR. BURSTEIN: May I approach the witness, Your  
4 Honor?

5 THE COURT: Yes, sir.

6 Q One preliminary question. Is your Local Union 249  
7 a part of the Teamster Joint Council No. 40?

8 A It is.

9 Q I show you what has been marked as Plaintiff's 1  
10 for identification.

11 Was that the National Master Freight Agreement and  
12 the local supplement to which your defendant local was a  
13 party?

14 A It was.

15 MR. BURSTEIN: Your Honor, may I please have  
16 marked for identification as Plaintiff's Exhibit 2 a multi-  
17 page document, five pages, the heading "Rider, Pennsylvania  
18 Truck Lines, Inc." Thank you.

19 Mr. Byrnes, I show you what has been marked as  
20 Plaintiff's Exhibit No. 2 for identification.

21 Was that the Rider Agreement between Pennsylvania  
22 Truck Lines and your local union up to April 1, 1932?

23 A That was the contract between Teamsters Local 249  
24 and Pennsylvania Truck Lines.

25 MR. BURSTEIN: Your Honor, I want to offer in

1 evidence both Exhibit No. 1 and Exhibit No. 2.

2 THE COURT: Any objection?

3 MR. ORSATTI: No objection.

4 THE COURT: Admitted.

5 MR. BURSTEIN: I want to call Your Honor's  
6 attention to the following language which appears in Exhibit  
7 No. 2, paragraph two of the Exhibit No. 2.

8 "This Rider is supplemental to and becomes part of  
9 Teamsters Joint Council No. 40 Freight Division Local Cartage  
10 (hereinafter referred to as the Local Agreement) and the  
11 National Master Freight Agreement (hereinafter referred to  
12 as the National Agreement) for the period commencing April 1,  
13 1979 and shall prevail over the specific terms of that  
14 Agreement only to the extent subsequently provided herein."

15 Are you familiar with the language I have just  
16 read?

17 A Yes. It is common language that we use.

18 Q I just asked you if you are familiar with the  
19 language.

20 A And I answered you, yes, it is common language that  
21 we use in this area.

22 Q Now, would you please examine Exhibit No. 2 and  
23 point out to the Court and to me where any provision is made  
24 for the processing of grievances and ultimately arbitration  
25 of any disputes under the labor agreement?

1           A       The first reference I see is on page 5 entitled  
2 No. 26. That looks like the entire article right there of  
3 the entire reference.

4           Q       The bottom part refers to reference of normal  
5 grievance committees, the Joint Council 40 and the Eastern  
6 Conference, is that correct?

7           A       "Interpretations and other items questioned under  
8 the contract will be referred to the normal grievance  
9 committee, i.e., Joint Council 40 and/or Eastern Conference,  
10 et cetera."

11          Q       And am I correct that under Exhibit No. 1, the  
12 National Master Freight Agreement and the Local Supplement,  
13 there is a provision for the handling of grievances through  
14 the Joint Council and local committees?

15          A       Yes, that's correct.

16               MR. BURSTEIN: Your Honor, may I please have  
17 marked for identification as Plaintiff's Exhibit No. 3 a two-  
18 page document, No. 24183, the heading "Grievance Form", bearing  
19 the date of 4-5-32?

20               I show you what is marked Exhibit No. 3 for  
21 identification, and I ask if you had seen this grievance --  
22 strike that, please.

23               Who is John Clemens?

24          A       Business agent.

25          Q       Does he report to you?

1 A He does.

2 Q Have you seen what's called Plaintiff's Exhibit  
3 No. 3 for identification?

4 A No. I really couldn't say I did.

5 Q Is that the form in which grievances are presented  
6 in the event of a dispute between the union and the PTL?

7 A That's the standard form, yes.

8 MR. BURSTEIN: I am going to offer this in  
9 evidence, Your Honor.

10 THE COURT: Any objection?

11 MR. ORSATTI: No objection.

12 THE COURT: Admitted.

13 MR. ORSATTI: Can I see a copy of it?

14 MR. BURSTEIN: Certainly. I have a copy for you.

15 THE COURT: Admitted.

16 MR. BURSTEIN: I call Your Honor's attention to  
17 the section of the contract allegedly violated, Article 29,  
18 Section 2 and Section 4, which are sections of the National  
19 Master Freight Agreement.

20 To your knowledge was this grievance submitted to  
21 the Joint Area Committee?

22 A I have no personal knowledge of that, no.

23 Q Would it refresh your recollection if I told you  
24 that it was deadlocked on the Local Committee level?

25

1           A       As I said before, every grievance that's filed  
2 I don't personally get involved with. It may have or may  
3 not have been.

4           Q       Okay, sir.

5                   May I please have marked for identification, Your  
6 Honor, a one-page sheet -- well, two pages, the first of  
7 which bears the heading "Eastern Conference Joint Area  
8 Committee", and the second is an agenda of cases.

9           THE COURT: Put those together if they are going  
10 to be marked as one number. Staple them together.

11          Q       Would you tell the Court what the Eastern  
12 Conference Joint Area Committee is?

13          A       Yes. The Eastern Conference Joint Area Committee  
14 is a committee normally comprised of three members from the  
15 employer's side, i.e., three labor people, three people  
16 representing the employers, and three officers of local  
17 unions within the Eastern Conference jurisdiction.

18          Q       And the Eastern Conference embraces your local  
19 union, does it not?

20          A       It does.

21          Q       I show you what has been marked Plaintiff's  
22 Exhibit 4 for identification, and I ask you have you seen  
23 that notice from the Eastern Conference and the attached  
24 schedule or agenda of cases?

25          A       Yes. I would have to say yes. This is a standard



1 letter that comes in and the agenda would be attached to it.

2 Q Are you aware of the fact, and if you are not tell  
3 me you are not, that this case involving Local 249 and  
4 Pennsylvania Truck Lines, filed on behalf of Mudd, was post-  
5 poned at the request of the local union?

6 A No, I am not aware, as I said before, of every  
7 grievance that comes through.

8 Q Okay, sir.

9 I offer this into evidence, Your Honor.

10 THE COURT: Any objection?

11 MR. ORSATTI: May I see it?

12 MR. BURSTEIN: Sure.

13 MR. ORSATTI: I have no objection.

14 THE COURT: Admitted.

15 MR. BURSTEIN: Your Honor, I do want to call your  
16 attention to the portion which is marked in yellow under-  
17 scoring this case to which I referred.

18 Would it be fair to say, Mr. Byrnes, that the  
19 Eastern Conference operates under the terms of the National  
20 Master Freight Agreement?

21 A The Eastern Conference has the authority to  
22 accept grievances from any subordinate body that may submit  
23 them to them.

24 The Committee, itself, is set up under the  
25 National Master Freight Agreement.

1 Q Did you testify that your local union had no  
2 collective bargaining agreement, that is to say, it was not  
3 a party to the National Master Freight Agreement with  
4 Pennsylvania Truck Lines?

5 A I did.

6 Q Is that your testimony?

7 Your Honor, may I please have marked for  
8 identification as Exhibit No. 5, I believe, a one-page  
9 document marked "Grievance Form No. 5741"?

10 I believe you testified that Mr. Clemens was a  
11 business agent or business representative of the local?

12 A Correct.

13 Q I show you what's been marked Exhibit No. 5 for  
14 identification, and I ask you if you recall seeing that  
15 document?

16 A I personally had not seen it, no.

17 Q But that is a form on which grievances are  
18 submitted by your local?

19 A Correct.

20 MR. BURSTEIN: Your Honor, I offer this in  
21 evidence. I have given counsel a copy.

22 THE COURT: Any objection?

23 MR. ORSATTI: No objection.

24 THE COURT: Admitted.

25 MR. BURSTEIN: Your Honor, I would call your

1 attention to the section reading "Section of Contract  
2 Violated: Article 38, Section 1 of the N.M.F.A.," National  
3 Master Freight Agreement, "Article 29 of the P.T.L. Rider to  
4 the N.M.F.A."

5 May I please have marked for identification as  
6 Exhibit No. 6 a document with the legend "Grievance Form,  
7 June 14, 1982, No. 5739"?

8 I show you Plaintiff's Exhibit No. 6 for  
9 identification. If I put to you the same questions with  
10 respect to this document that I posed in connection with  
11 Exhibit No. 5, would your answers be the same?

12 A They would.

13 MR. BURSTEIN: Your Honor, I offer this in  
14 evidence.

15 MR. ORSATTI: No objection.

16 THE COURT: Admitted.

17 MR. BURSTEIN: Again, Your Honor, I would call  
18 your attention to the legend, "Section of Contract Violated:  
19 Article 38 of the N.M.F.A., Article 29 of the P.T.L. Rider  
20 to the N.M.F.A."

21 May I please have marked for identification as  
22 Exhibit No. 7 a one-page document headed "Grievance Form".  
23 The number is obscured on the top. But, it is dated July 16,  
24 1982.

25 I show you Exhibit No. 7 for identification, and

1 if I pose to you the same questions with respect to this  
2 document that I asked in connection with Exhibits 5 and 6,  
3 would your answers be the same?

4 A No, they wouldn't.

5 Q All right. Tell me if you are familiar with that  
6 document?

7 A I am.

8 Q And did you prepare that document?

9 A I assisted in the preparation, yes.

10 Q That document refers to the discharge of the  
11 employees who were engaged in the strike which is the subject  
12 of this litigation, is that correct?

13 A Correct.

14 Q And your union was protesting the discharge and  
15 relied upon Articles 8, 47 and other pertinent articles?

16 A That's correct.

17 Q And that was of the National Master Freight  
18 Agreement, wasn't it?

19 A Well, when this grievance was sent to the company,  
20 there were also telegrams and letters sent indicating that  
21 the local union's position had not changed, that we had no  
22 contract in effect and that the grievance should not be  
23 interpreted as such.

24 MR. BURSTEIN: Well, I move to strike as not  
25 responsive.

1 All I asked you, sir, was whether the reference  
2 here to "Article 8, 47 and other pertinent articles", was  
3 to the National Master Freight Agreement?

4 A The articles are to the National Master. But this  
5 grievance was submitted under the terms of the telegram.

6 Q All right. So that you are saying that although  
7 you submitted a grievance under the National Master Freight  
8 Agreement, you said you had no agreement under the National  
9 Master Freight Agreement?

10 A Well, if you look at the expired Rider, under  
11 Article 26 it sets a grievance procedure up there that is  
12 contrary to the National Master Freight Agreement.

13 MR. BURSTEIN: I move to strike that as not  
14 responsive, Your Honor.

15 THE COURT: Overruled.

16 Q If you don't understand my question, I will  
17 restate it.

18 Was it your position --

19 A I am sorry. I didn't hear the Judge's ruling.

20 THE COURT: I overruled his request to strike  
21 your answer. Your answer stands.

22 THE WITNESS: Thank you.

23 Q My question is: When you prepared this grievance  
24 you were asking for the Joint Committee, and ultimately the  
25 Eastern Conference, to arbitrate a dispute concerning the

1       legality of the discharge of the employees who were --

2           A       No, sir, that's not what we did.

3           In that contract the language says that the grievance  
4       all grievances -- and I can't quote it verbatim, but all  
5       grievances may be referred to an arbitrator.

6           Q       Well --

7           A       And we asked for arbitration on those discharges,  
8       which we have had no response from.

9           Q       To whom did you send your request for arbitration?

10          A       To Pennsylvania Truck Lines.

11          Q       Did you communicate with any of the federal or  
12       state mediation services?

13          A       For a request -- we have not received a response  
14       from Pennsylvania Truck Lines indicating their acceptance of  
15       arbitration.

16          Q       All right. I want to show you what has been  
17       marked Exhibit 1.

18                 Will you please look at Article 8?

19          A       Which section?

20          Q       Well, I'm referring to Article 8 because that's  
21       the one you identified in Exhibit No. 7.

22          A       Okay. Article 8 talks about work stoppages, and  
23       what have you.

24          Q       Will you look at Article 47?

25          A       Yes, sir. All right.



1 Q What does that talk about?

2 A Discharge or suspension, which requires arbitration.

3 Q So that when you are referring to Article 47 for  
4 arbitration, you are referring to the provisions of the  
5 National Master Freight Agreement?

6 A No. It says, "And all other pertinent articles".  
7 Article 26 of our agreement is also a pertinent article.

8 Q I am addressing only Article 47.

9 That does call for arbitration in the instances  
10 of discharge, isn't that correct?

11 A Well, you asked me a question relative to the  
12 sections of the contract that we alleged were violated.

13 It says, "Article 8, 47 and all other pertinent  
14 articles".

15 Q I understand. But, I am directing your attention  
16 only to Article 47.

17 My question is: Does that Article speak of  
18 arbitration in the event of discharge?

19 A It does.

20 Q That's all I asked you.

21 A Fine.

22 Q Thank you.

23 Your Honor, I would also call your attention to  
24 the fact that reference made on the alleged contract  
25 violated, to Article 8, 47 and other pertinent articles.

1           May I please have marked for identification a  
2       three-page document dated March 31, 1982, the first page  
3       addressed to Mr. John R. Clemens?

4           Your Honor, I don't recall if I moved the admission  
5       of Exhibit No. 7. If I have omitted it, I do want to move it.

6           THE COURT: Mr. Orsatti, is there any objection?

7           MR. ORSATTI: No objection.

8           THE COURT: Admitted.

9           Q       I show you what has been marked as Exhibit No. 8  
10       for identification, and I ask you if you ever saw the original  
11       or a copy of that document?

12          A       I personally have never seen this, no.

13          Q       Is there a Deann Jones employed --

14          A       There is.

15          Q       Are you familiar with her signature?

16          A       I am not familiar with her signature, but we do  
17       have a Deann Jones working with us.

18          Q       You have no question, I take it, that this document  
19       was actually received at your office?

20          A       I really can't speak to that. I have never  
21       personally seen it, so I can't really say whether it was or  
22       it was not.

23                You know, you have certified receipts there, but  
24       I never saw those before either, so I couldn't testify to  
25       that.

1 Q Okay.

2 Well, I am going to offer it into evidence, Your  
3 Honor.

4 MR. ORSATTI: I am going to object, Your Honor.  
5 The witness hasn't identified the document.

6 THE COURT: Refused.

7 MR. BURSTEIN: I have it marked for identification.  
8 Would you allow me just a moment, Your Honor?

9 THE COURT: Certainly.

10 MR. BURSTEIN: I have nothing further, Your Honor.

11 THE COURT: Cross-examine.

12 CROSS-EXAMINATION

13 BY MR. ORSATTI:

14 Q Mr. Byrnes, you have seen a copy of Plaintiff's  
15 Exhibit No. 1, have you not?

16 A I have.

17 Q Has Local 249, either you personally or any authorized  
18 agent of Teamsters Local 249 signed a copy of the National  
19 Master Freight Agreement with respect to Pennsylvania Truck  
20 Lines?

21 A No, sir, I have not.

22 Q Now, you have already testified that Local 249  
23 is affiliated with the International Brotherhood of  
24 Teamsters and that you have contracts under the terms of  
25 the National Master Freight Agreement with employers.

1                   Would you explain to the Court how Local 249  
2 negotiates on a multi-union, multi-employer basis?

3           A        You want to speak of the freight industry?

4           Q        In the freight industry.

5           A        In the freight industry --

6                   MR. BURSTEIN:   Just as a matter of record, I  
7 think it is irrelevant and immaterial. We are dealing with  
8 documents here, and how these documents are negotiated is  
9 completely irrelevant.

10                   THE COURT:   Overruled.

11           A        In the freight industry there is a -- and you guys  
12 are the attorneys. But, there is a very legal structure called  
13 the National Negotiating Committee, which is comprised of  
14 employer representatives and union representatives.

15                   The general president appoints members to the  
16 National Negotiating Committee. At the present time, there  
17 are some 200 people, of which I am one, on the National  
18 Negotiating Committee.

19           Q        When you refer to the "general president", are you  
20 referring to the general president of the International  
21 Brotherhood of Teamsters?

22           A        I am. That's Roy Williams. Roy Williams is, in  
23 fact, the chairman of the National Negotiating Committee,  
24 which is a separate entity from the International Union.

25           Q        And how are employers represented on a National

1 Committee?

2 A Their chairman, the current chairman is a fellow  
3 by the name of Blunt -- I believe it is Arthur Blunt, has the  
4 same authority as the general president, and he, too, names  
5 members of his National Committee. In practice, what then  
6 happens is that the National Committee is limited to probably  
7 ten or twelve people on each side.

8 The Supplemental Areas Committee will then sit  
9 down and negotiate the supplement, reporting back to the  
10 National Committee.

11 Q Now, Mr. Byrnes, has Teamsters Local 249 and  
12 Pennsylvania Truck Lines ever had an executed copy of the  
13 National Master Freight Agreement?

14 A No, sir, they have not.

15 Q Have Teamsters Local 249 ever authorized the  
16 National Negotiating Committee or the Eastern Conference to  
17 negotiate on behalf of Teamsters Local 249 with respect to  
18 Pennsylvania Truck Lines?

19 A The answer to that would be no, and I can explain  
20 it to you if you would like.

21 Q Please.

22 A Under our constitution there are two articles that  
23 are pertinent to the multi-union, multi-employer contract,  
24 the first of which is -- I believe it is Article 26, which  
25 states that to become party -- or when an area wide or

1 national agreement is negotiated, all the local unions  
2 involved are to be voted or polled, and a majority of local  
3 unions so polled would constitute an agreement to enter into  
4 a multi-union agreement with an employer or employers.

5 The second is a prohibition -- it is set forth, I  
6 believe, in Article 14 -- that says that no local union has  
7 the authority to involve the International Union or a  
8 conference in a collective bargaining agreement without  
9 expressed written consent from the officers of that body.

10 In Pennsylvania Truck Lines' case, there was never  
11 a vote taken which involved Local 249 to become party to a  
12 multi-unit or multi-union contract, nor has there ever been  
13 a request from 249 to the International Union to involve  
14 them in the contract with Pennsylvania Truck Lines.

15 Q So that, as I understand your testimony, the  
16 employees of Pennsylvania Truck Lines represented by Teamsters  
17 Local 249 never voted to bargain with Pennsylvania Truck Lines  
18 on a multi-union, multi-employer basis?

19 A That's correct.

20 Q Now --

21 A Ernie, if the Court pleases, you may want to check  
22 my reference on the constitution.

23 I'm pretty sure I'm right, but I couldn't swear  
24 to it.

25 Q Mr. Byrnes, I am showing you what's been marked



1 for identification as Defendant's Exhibit No. 1.

2 Can you identify this document, please?

3 A That is the constitution of the International  
4 Brotherhood of Teamsters.

5 Q Would you kindly turn to page 85 of that agreement,  
6 of that constitution?

7 A All right.

8 Q Mr. Byrnes, I am showing you what's been marked  
9 for identification as Defendant's Exhibit B, and ask you if  
10 that is a photocopy of page 85 of the International  
11 constitution?

12 A It is.

13 Q Would you kindly turn to page 95 of the  
14 International constitution?

15 And I am showing you a document marked for  
16 identification as Defendant's Exhibit C, and ask you if this  
17 is a photocopy of pages 95 through 100 of the International  
18 constitution?

19 A It is.

20 MR. ORSATTI: Your Honor, at this time, I would  
21 like to offer as Defendant's Exhibits B and C, excerpts from  
22 the International constitution.

23 Copies of the International constitution are very  
24 difficult to come by right now. It is a fairly recent  
25 version of it. It is the only copy of it that we have in our

1 office, and there is only one copy that the union has.

2 I would just simply like to offer Exhibits B and  
3 C.

4 MR. BURSTEIN: I would object to the relevancy.  
5 I think you ought to have the whole document. That's a  
6 rather complex document.

7 I have no objection if he furnishes the Court with  
8 a copy of the entire document.

9 THE COURT: Admitted.

10 MR. ORSATTI: I will do so, Your Honor. I will  
11 introduce a copy, if that's necessary.

12 THE COURT: It is not requested by me. You can  
13 do whatever you like.

14 MR. ORSATTI: Your Honor, I would like to  
15 continue with my examination of Mr. Byrnes.

16 Now, Mr. Byrnes, I am going to show you a copy of  
17 a document marked for identification as Defendant Exhibit D,  
18 and I ask you if you can identify this document?

19 A I can. This was received from my office just after  
20 October 6, 1981.

21 Q And that is a letter from Gerald LeClaire, vice  
22 president, Labor, Personnel and Safety of Pennsylvania Truck  
23 Lines to various associations.

24 Could you identify those various associations,  
25 explain who they are, if you know?

1           A       Yes. There are several carriers throughout the  
2 country who, at various times, have given power of attorney  
3 to a or several associations comprised of other motor carriers  
4 and themselves.

5                   The next-to-the-last one is the Western  
6 Pennsylvania Motor Carriers Association, which represents the  
7 carriers in this area.

8           Q       And this letter indicates that Pennsylvania Truck  
9 Lines does not and will not authorize those organizations  
10 to represent it for collective bargaining?

11          A       That's correct.

12                   MR. ORSATTI: I move for the admission of  
13 Defendant's Exhibit D.

14                   MR. BURSTEIN: No objection.

15                   THE COURT: Admitted.

16          Q       Now, Mr. Byrnes, under the terms of the collective  
17 bargaining agreement introduced as Plaintiff's Exhibit No. 2,  
18 did you or did any agent of Teamsters Local 249 notify the  
19 employer of its intention to cancel the terms of the contract  
20 that expired on April the 1st, 1962, March 31, 1962?

21          A       As a matter of procedure, the girl in the office  
22 sends a form letter to every carrier that's contracted,  
23 every company that's contracted -- whose contract has  
24 expired.

25          Q       And what is the purpose of notifying these carriers?

1           A       Well, the purpose is to tell them we want to sit  
2 down and bargain with them on a successor agreement.

3           Q       I am showing you a document marked for identification  
4 as Defendant's Exhibit E.

5                   Can you identify that, please?

6           A       I can. That's the form letter that's sent out  
7 requesting negotiations.

8           Q       And it is signed by William Cherilla.

9                   Who is Mr. Cherilla?

10          A       Mr. Cherilla is my secretary-treasurer and the  
11 office manager.

12          Q       Does he report to you?

13          A       He does.

14                   MR. ORSATTI: I offer Defendant's Exhibit E.

15                   MR. BURSTEIN: No objection.

16                   THE COURT: Admitted.

17          Q       Now, Mr. Byrnes, did you ever meet with Pennsylvania  
18 Truck Lines to negotiate a contract to succeed the contract  
19 which expired on March 31, 1982?

20          A       I never personally met with them, no.

21          Q       Did any business agents of Teamsters Local 249  
22 meet with Pennsylvania Truck Lines?

23          A       It was reported to me by Mr. Clemens that he had  
24 made several attempts to meet and negotiate the drivers  
25 contract. He did submit a tentative agreement or reported

1 tentative agreement on the mechanics over there, but he, at  
2 the same time, reported he had not been able to arrive at an  
3 agreement on the drivers.

4 Q And the mechanics are covered under a separate  
5 contract?

6 A That's correct.

7 Q And a separate bargaining unit?

8 A That's correct.

9 Q Did you at any time learn that Pennsylvania Truck  
10 Lines was negotiating with the Eastern Conference of  
11 Teamsters with respect to your bargaining unit?

12 A Whitey came in to me -- Mr. Clemens came in to me  
13 and informed me that he had been told, really through the  
14 grapevine, that Pennsylvania Truck Lines and a Joint  
15 Committee comprised of Loran Robbins from the Central States,  
16 and Chuck Gagnon from the Eastern Conference, were in  
17 negotiations with Pennsylvania Truck Lines.

18 Q What steps, if any, did you take?

19 A Immediately I notified the Eastern Conference that  
20 we were not party to any national agreement, and that our  
21 contract was a white paper, is the term we use, contract  
22 between Pennsylvania Truck Lines and Local 249.

23 Q What is a white paper contract?

24 A A white paper contract is a contract that's  
25 negotiated locally, typed on white paper.

1 Q And do these white paper contracts ever incorporate  
2 by reference any other multi-employer, multi-union collective  
3 bargaining agreement?

4 A Yes. Especially contracts that deal with ware-  
5 housing, transportation of goods, what have you. It's an  
6 expedient step. Rather than sitting down and drawing all  
7 the language of the national agreement, a reference is simply  
8 made to those agreements.

9 Q Mr. Byrnes --

10 A In other words, you use the language from that  
11 agreement.

12 Q Is that the kind of agreement that was executed  
13 between Local 249 and Pennsylvania Truck Lines?

14 A It was.

15 Q I am showing you what's been marked for identifica-  
16 tion as Defendant's Exhibit F.

17 Can you identify that, please?

18 A Yes. It's a notice that -- this is what we call  
19 a Titan message. It's an inter-union -- an electronic mail  
20 device that we have.

21 We had received a notice of a meeting called for  
22 June the 2nd, 1982, by the Eastern Conference.

23 Whitey Clemens, John Clemens, came in to my office  
24 and told me that he had been given a Titan, and I told him  
25 to send this message to the Eastern Conference notifying them



1 that, number one, we would not be there and, number two, we  
2 would like to see a copy of anything that was negotiated,  
3 because we were not on their mailing list and were not sent  
4 any information about the contract.

5 MR. ORSATTI: I would offer Defendant's Exhibit F  
6 at this time.

7 THE COURT: Any objection?

8 MR. BURSTEIN: No objection.

9 THE COURT: Admitted.

10 Q I am showing you another document marked for  
11 identification as Defendant's Exhibit G.

12 Can you identify that document?

13 A Yes. This is another Titan message notifying all  
14 local unions that had Pennsylvania Truck Line operations that  
15 the Rider, or the contract that was negotiated by the sub-  
16 committee, had been overwhelmingly rejected by a vote of 252  
17 to 17, and that the contract was not approved.

18 Q Now, is that a Rider that was negotiated by the  
19 Eastern Conference and Pennsylvania Truck Lines?

20 A Yes. The Eastern Conference, Central States and  
21 Pennsylvania Truck Lines.

22 MR. ORSATTI: At this time I would offer  
23 Defendant's Exhibit G.

24 THE COURT: Any objection?

25 MR. BURSTEIN: Only on the grounds, Your Honor,

1 that no copy was shown to me and it is a self-serving  
2 document.

3 THE COURT: Do you have a copy now?

4 MR. BURSTEIN: I have a copy, but no copy was sent  
5 to us in this message. That's all I am saying.

6 THE COURT: Admitted.

7 Q I am showing you what's been marked for identifica-  
8 tion as Defendant's Exhibit H.

9 Can you identify that, please?

10 A Yes. It's another Titan message that I sent to  
11 the Eastern Conference, Chuck Gagnon is the representative  
12 and coordinator dealing with Pennsylvania Truck Lines,  
13 advising or requesting that a meeting be held as quickly as  
14 possible to discuss our position relative to Pennsylvania  
15 Truck Lines and the fact that we are not party to a national  
16 agreement.

17 Q And was there a meeting, in fact, held?

18 A No, there was no meeting held.

19 MR. ORSATTI: I offer Defendant's Exhibit H.

20 THE COURT: Any objection?

21 MR. BURSTEIN: I object, Your Honor. It is a  
22 self-serving document.

23 There was no evidence that anything like this was  
24 sent to the company.

25 THE COURT: Admitted.

1 Q I am showing you what's been marked for  
2 identification as Defendant's Exhibit I.

3 Can you identify that, please?

4 A Yes. This is another request sent by me to Gagnon  
5 requesting a meeting, the same meeting be held prior to any  
6 new talks with Pennsylvania Truck Lines.

7 Q And was a meeting held --

8 A No, sir.

9 Q -- following this message?

10 A No, there was not.

11 MR. ORSATTI: I move for the admission of  
12 Defendant's Exhibit I.

13 THE COURT: Any objection?

14 MR. BURSTEIN: Same objection, Your Honor.

15 THE COURT: Admitted.

16 Q I am showing you a document marked Defendant's  
17 Exhibit J.

18 Can you identify that, please?

19 A Yes. This was the original letter that I sent to  
20 Joe Trerotola, who is the International director of the  
21 Eastern Conference, when I was first informed that a contract  
22 was being negotiated, a multi-union contract was being  
23 negotiated, wherein I notified the Eastern Conference that it  
24 was our position that we were not party to any joint agreement.

25 And in that letter I state that the contract

1 between Pennsylvania Truck Lines and Local 249 is an individual  
2 one and this status cannot be changed without the approval of  
3 our membership. That's referring to the constitution.

4 MR. ORSATTI: I offer Defendant's Exhibit J.

5 THE COURT: Any objection?

6 MR. BURSTEIN: Same objection, Your Honor.

7 THE COURT: Admitted.

8 Q Now, following the expiration of the collective  
9 bargaining agreement which expired on March 31, 1982, has  
10 there been any written agreements between Local 249 and  
11 Pennsylvania Truck Lines?

12 A No, sir.

13 Q Is -- strike that, please.

14 A Ernie, I would have to back up.

15 There is a mechanics agreement that has been  
16 negotiated, but there is no agreement for the drivers.

17 Q There is no agreement signed by Local 249 with  
18 respect to the drivers?

19 A That's correct.

20 Q Who is the collective bargaining agent for the  
21 employees of Pennsylvania Truck Lines? I am referring to the  
22 driving employees.

23 A Local 249, John Clemens is the agent that's  
24 assigned to the garage.

25 When I say "garage", that means the company, itself.

1 Q Now, with respect to Plaintiff's Exhibit No. 7,  
2 which you earlier identified, you mentioned that in response  
3 to that a telegram was sent to the employer, is that correct?

4 A That's correct.

5 Q I am showing you a document marked Defendant's  
6 Exhibit K.

7 Can you identify that, please?

8 A Yes. That's the telegram I referred to before  
9 wherein we notified Mr. Prince, who was the terminal manager,  
10 that the submission of that grievance did not alter the local  
11 union's position, but due to the Judge's commitments we feel  
12 it advisable to enter this grievance immediately.

13 MR. ORSATTI: I move for the admission of  
14 Defendant's Exhibit K.

15 THE COURT: Any objection?

16 MR. BURSTEIN: No objection, Your Honor.

17 THE COURT: Admitted.

18 Q Has there been any response to your grievance or  
19 to your letter?

20 A We received no response at all from the company.

21 Q Has the matter been submitted to arbitration?

22 A It has not.

23 Q You have identified Plaintiff's Exhibits 3, 5, 7 and  
24 6 as grievances, and what appear to be grievances written on  
25 standard forms, is that correct?

1 A That's correct.

2 Q Now, are these forms used only with employers who  
3 are parties to the National Master Freight Agreement?

4 A No, they are not. We use them throughout the  
5 local union. They are filed. We have grievances against  
6 the paper field, the lumber field, whatever other jurisdiction  
7 we may be in. That's a standard form we use.

8 Q Is it filed with employers who have absolutely --  
9 who have contracts with Local Union 249, without any  
10 incorporation by reference of the National Master Freight  
11 Agreement?

12 A Yes.

13 Q I assume you have read those grievance forms?

14 A Well, I scanned them, yes. I didn't read them  
15 word-for-word.

16 Q Did the matters set forth in those grievances  
17 relate, in any way, to the reasons for the strike which  
18 commenced in July of 1982?

19 A No, they don't.

20 Q What was the reason for Local 249 commencing the  
21 strike against Pennsylvania Truck Lines?

22 A Well, when --

23 MR. BURSTEIN: I object. This is irrelevant at  
24 this point. We are not trying justification of the strike.  
25 The Court has already ruled on that by granting the temporary



1 restraining order and upholding the contempt of the restraining  
2 order.

3 MR. ORSATTI: Your Honor, we were not --

4 THE COURT: I did not uphold the contempt of this  
5 restraining order, and the restraining order was a temporary  
6 measure until we could hold this hearing to decide whether  
7 both a preliminary and a permanent injunction should be  
8 issued.

9 MR. BURSTEIN: You did. There was an order  
10 issued on the contempt proceedings.

11 MR. ORSATTI: My understanding was that there was  
12 not, that it was denied.

13 MR. BURSTEIN: You made a determination holding  
14 several of the people in contempt.

15 MR. ORSATTI: Not the defendants. Not the  
16 defendant in this case.

17 THE COURT: Whether I did or I didn't, that's not  
18 my recollection.

19 But, whether I did or I didn't, I don't know whether  
20 that has any relevance to whether this question is relevant  
21 to the hearing we are holding here today.

22 Your objection is overruled.

23 A Do you want to ask the question again?

24 Q What was the reason for the strike that was  
25 commenced against --

1           A       It was reported to me when I first gained knowledge  
2 of the strike from a phone call from an official from  
3 Pennsylvania Truck Lines. And when I investigated the thing,  
4 I found that our people had gone on strike due to the fact  
5 that there were no negotiations, as requested by the local  
6 union, to the successor agreement, and some incidents that  
7 had occurred that they felt was the final straw or the straw  
8 that broke the camel's back.

9           Q       Now, in your direct testimony you referred to  
10 paragraph 26 of Plaintiff's Exhibit No. 2, and you testified  
11 that this was the -- set forth the terms of the grievance  
12 procedure between Local 249 and Pennsylvania Truck Lines.

13                   Now does that language differ, if at all, from  
14 the terms under the National Master Freight Agreement?

15           A       Well, if I could see it. The counsel for  
16 Pennsylvania Truck Lines referred to the very last sentence  
17 in the grievance procedure. Section 26, or paragraph 26,  
18 speaks first that "It was agreed that any grievance arising  
19 between the employees and the employer shall first be adjusted,  
20 if possible, between the union and the employer without any  
21 unnecessary delay. In the event, however, that the employer  
22 and the union are unable to properly adjust such grievance,  
23 same shall be referred to arbitration".

24                   Now, in the National Master Freight Agreement, all  
25 grievances other than those involving a discharge, would go

1 through the grievance procedure, i.e., the Joint Area  
2 Committee and the Eastern Conference Committee.

3 In this contract, the grievance procedure speaks  
4 to going directly into arbitration as an option for the local  
5 union or the company.

6 I would have to assume, not dealing with the company  
7 on a day-to-day basis, that there have been grievances adjusted  
8 through the first paragraph of Article 26, and, in fact, they  
9 presented three grievances at least that were referred to  
10 the other provisions of the Article.

11 In other words, there is apparently an option  
12 there to use either grievance procedure.

13 Q Now, Mr. Byrnes, following the expiration of the  
14 collective bargaining agreement between Local 249 and  
15 Pennsylvania Truck Lines, was there any agreement to extend  
16 any of the particular terms of the collective bargaining  
17 agreement?

18 A There was no agreement that we were party to or  
19 that I was aware of.

20 Q Now, when you testified to the reason for the  
21 strike, did the fact that you were unable to reach an agreement  
22 with -- or unable to schedule a meeting with Pennsylvania  
23 Truck Lines have anything to do with the reason for striking?

24 MR. BURSTEIN: I object to the form of the question.  
25 It is manifestly a leading question, bad in form.

1 THE COURT: Sustained.

2 Q Would you explain completely all of the reasons  
3 for the strike against Pennsylvania Truck Lines?

4 MR. BURSTEIN: I submit the question has been  
5 asked and answered, Your Honor. He said there were some other  
6 grievances and they had not reached an agreement.

7 MR. ORSATTI: I would ask the witness to be a  
8 little more specific in defining all of the reasons to include  
9 every reason for the strike against Pennsylvania Truck Lines.  
10 It is a slightly different question.

11 THE COURT: Would the reporter read back the  
12 previous question dealing with, if you can find that, Mr.  
13 Powers, dealing with the reasons for the strike.

14 (Thereupon, the record was read back.)

15 MR. ORSATTI: I withdraw the question, Your Honor.  
16 I believe it has been answered.

17 I have no further questions.

18 THE COURT: We will take a ten-minute recess.

19 (Thereupon, court recessed at 11:05 o'clock a.m.)

20 - - -

21 (Thereupon, court reconvened at 11:35 o'clock a.m.)

22 THE COURT: Are there any additional questions for  
23 Mr. Byrnes?

24 MR. BURSTEIN: Yes, Your Honor.

25 THE COURT: Would Mr. Byrnes retake the stand,

1 please?

2 REDIRECT EXAMINATION

3 BY MR. BURSTEIN:

4 Q Mr. Lynes, I show you Plaintiff's Exhibit 7 in  
5 evidence, and I believe you testified that you participated  
6 or you were aware of the text of that grievance?

7 A Correct.

8 Q Now, sir, on the date of the discharge of these  
9 individuals referred to in Exhibit 7, the agreement, according  
10 to your testimony, with Pennsylvania Truck Lines had expired  
11 on March 31, 1982?

12 A That's correct.

13 Q Well, tell me, sir, if there was no agreement  
14 between Pennsylvania Truck Lines and your local, what, in your  
15 judgment, prohibited the company from discharging any employee?

16 A What prohibited?

17 Q Yes.

18 A Nothing at all.

19 Q Well, sir, weren't you protesting the discharge of  
20 these employees and referring to a collective bargaining  
21 agreement?

22 A If you remember the telegram that was entered  
23 into evidence, in that telegram we stated that due to some  
24 of the remarks that the Judge had made that day, we felt it  
25 advisable to file that grievance.

1 Q What remarks did the Judge make?

2 A Well, the fact that the Judge had rescheduled a  
3 hearing for this -- this hearing for a time in the future,  
4 the fact that if, in fact, there were a contract, the time  
5 limits would expire on that and we wouldn't be able to  
6 represent the people, the simple fact that if, in fact, the  
7 Judge did find that there was a contract, which I hope he  
8 doesn't, but if there was, we would have to have some vehicle  
9 to protect our people.

10 Q So that despite the fact that you were quite  
11 certain that there was no agreement between Pennsylvania  
12 Truck Lines and Local 249, you, nevertheless, objected to  
13 the fact that the company had terminated these employees,  
14 isn't that a fact?

15 A I think the old adage is an ounce of -- an ounce of  
16 precaution is worth a pound of cure.

17 I am certainly willing to invest an ounce of  
18 caution --

19 MR. BURSTEIN: Your Honor, I would ask that that  
20 be stricken. It is not responsive to the question.

21 THE COURT: Your objection is overruled.

22 Q It is a fact, however, that at the time you sent  
23 this telegram you had determined that there was no agreement  
24 between Pennsylvania Truck Lines and Local 249? You, not the  
25 Judge, you had determined that?



1 A That's correct.

2 Q All right, sir.

3 Now, I just want to call your attention to the  
4 constitution of the International, and particularly the  
5 section starting on page 95 and going to page 100, which was  
6 marked in evidence. And I want to ask you whether or not at  
7 the time that the National Master Freight Agreement, effective  
8 as of April 1, 1982, was submitted, did members of your local  
9 vote?

10 A Did members of our local vote on the National  
11 Master? Yes, sir.

12 Q And do you know whether a majority of the local  
13 unions voted on the National Master Freight Agreement?

14 A I have no knowledge of that.

15 Q Were you advised that a majority of the members of  
16 the local unions in the Conference had voted in favor of the  
17 agreement?

18 A We were advised that a majority of the members  
19 participating in the National Master Freight Agreement voted,  
20 ratified the contract, yes.

21 Q And you are aware of the fact that if a majority of  
22 the members vote in support of the agreement, even though  
23 the individual members of a particular local vote against it,  
24 the local is bound? You are aware of that?

25 A That's correct.

1 Q All right, sir.

2 Now, I call your attention to paragraph -- to  
3 Exhibit No. 2. Do you recall the language which I read, "this  
4 Rider is supplemental to" -- that's the Rider with  
5 Pennsylvania Truck Lines -- "to and becomes part of Teamsters  
6 Joint Council No. 40 Freight Division Local Cartage" -- and  
7 that's the document which is part of the National Master  
8 Freight Agreement, isn't it?

9 A That is.

10 Q And also that the -- it was subject to the  
11 supplemental to and is part of the National Master Freight  
12 Agreement for the period commencing April 1, 1979 and shall  
13 prevail over the specific terms of that agreement only to  
14 the extent specifically set forth here. You remember that?

15 A Well, you have excluded the first paragraph. I  
16 think that should be read into the record, too. That  
17 identifies the parties.

18 Q I merely asked you, did I read this portion to you?

19 A You did.

20 Q All right. Now, you were aware of the fact that  
21 you had that paragraph saying it was supplemental to the  
22 National Master and your --

23 A That is a common practice in our contract.

24 Q But, you were aware of that, were you not?

25 A I am.

1 Q Now, I want you to look at this and tell me where  
2 you find the provisions for wages in Exhibit 2?

3 A There is no reference in Exhibit 2 to wages.

4 Q Show me where you have reference in Exhibit 2 to  
5 sick leave?

6 MR. ORSATTI: Your Honor, we are willing to  
7 stipulate that that --

8 THE WITNESS: Well, there is a reference to sick  
9 leave --

10 THE COURT: Just a minute.

11 MR. ORSATTI: We are willing to stipulate that  
12 this document does not represent all of the terms of the  
13 collective bargaining agreement. We are willing to stipulate  
14 that it incorporated by reference terms of the National Master  
15 Freight Agreement with respect to wages and various other  
16 provisions.

17 MR. BURSTEIN: I don't want that stipulation.  
18 This agreement is subject to the National Master Freight  
19 Agreement. That's what it says.

20 THE COURT: Continue with your questioning.

21 Q Have you got a provision relating to sick leave  
22 there?

23 A We do.

24 Q What paragraph?

25 A On the final page, page 6.

1 Q What does it say?

2 A At the very top, I believe it is paragraph 27,  
3 under the National Master Freight Agreement for the term --  
4 the exhibit we are referring to -- there was a waiting period  
5 of two days to obtain sick days. This says, "There will be  
6 no waiting period for sick leave pay. Pay will begin with  
7 the first day of sickness".

8 Q Now, is there provision in that agreement for  
9 bidding? You know what bidding is, don't you?

10 A Yes, sir, I do.

11 The only reference I see offhand -- but if you  
12 want me to, I'll go through the entire thing. But, the only  
13 thing I see is, paragraph nine indicates that "The items  
14 contained in this Rider constitute the entire scope of past  
15 practices".

16 It is my understanding that bidding was covered by  
17 past practice at the Pennsylvania Truck Lines terminal.

18 Q Are you saying that bidding is not covered by the  
19 National Master Freight Agreement?

20 A I am saying that --

21 Q I am just asking you, do you know whether bidding  
22 is covered by the National Master Freight Agreement?

23 A There is a provision under posting for bidding.  
24 This contract covered the past practice that existed at  
25 Pennsylvania Truck Lines which probably differed from it.

1 Q Well, how? Tell me.

2 A Well, Pennsylvania Truck Lines, as you may or may  
3 not be aware, goes back probably 55 years and Local 249 was  
4 one of the original companies. There had never been any  
5 written agreement between Pennsylvania Truck Lines prior to  
6 this agreement. And the practice had -- Pennsylvania Truck  
7 Lines is what we call a shape up, where the men come in in  
8 the morning at a particular time and, in fact, pick their  
9 loads.

10 Under the National Master Freight Agreement, the  
11 language refers to a very structured bid procedure where the  
12 company offers starting time and particular runs. The men  
13 bid that one time during a year and that exists for the  
14 entire year.

15 Q Do you know how there was posting at Pennsylvania  
16 Truck Lines?

17 A I don't believe there was posting.

18 Q Was there bidding at Pennsylvania Truck Lines?

19 A There was a daily bid, yes, sir.

20 Q Are you familiar with the Labor Management  
21 Relations Act of 1947?

22 A I am not an expert, but I am certainly familiar  
23 with it.

24 Q You are aware of the provisions, I take it,  
25 relating to pension and welfare contributions?

1 A The fact of Taft-Hartley funds being structured?

2 Q Yes.

3 A Certainly.

4 Q You are aware of the fact that you can't have  
5 contributions to a pension or welfare fund unless there is a  
6 labor agreement, are you aware of that?

7 MR. ORSATTI: I am going to object to the  
8 question as one that calls for a legal conclusion. He is  
9 asking Mr. Byrnes to state a legal conclusion.

10 MR. BURSTEIN: He is an expert witness. He's  
11 been in the labor field. He says he knows what the Taft-  
12 Hartley Act is.

13 THE COURT: I sustain the objection.

14 Q Will you please point to any part of that document,  
15 Exhibit 2, which refers to pension and welfare contributions?

16 A If I may, I got to back up.

17 There is a reference in here to rates of pay.

18 Q Go ahead.

19 A "The Company agrees that no employee will be permitted  
20 to do city work runs" -- "All classes" -- this is item number  
21 15. "All classes will stay at the same rate except for  
22 negotiated increases".

23 So, apparently there was a difference in wage  
24 rates and those rates stayed in effect, plus any additional --

25 Are you testifying that the wage rates paid at PTL



1 was different from what is in the National Master --

2 A I think what I said was, apparently there was a  
3 difference in wage rates.

4 Q Do you know whether there is a difference?

5 A I could not testify to whether or not there was.  
6 That's not what I testified to.

7 Q Now, show me the section dealing with pension and  
8 welfare contributions?

9 A I don't see any in here right now.

10 Q Does Local 249 maintain a pension and welfare  
11 fund?

12 A We have the Western Pennsylvania Welfare Fund.

13 Q And 241 and its employees are parties of that  
14 contract?

15 A 249.

16 Q I mean 249.

17 A Right.

18 Q Are any of the officials of 249 trustees of the  
19 plan?

20 A Yes, sir.

21 Q Who is?

22 A Myself and Mr. Cherilla.

23 Q And you are familiar with the rates of contributions  
24 by employers?

25 A We are. Or I am.

1 Q Now, sir, prior to April 1, 1982, was Pennsylvania  
2 Truck Lines making contributions to the pension and welfare  
3 funds in the amounts set forth -- I show you this to refresh  
4 your recollection. On pages 118, 119 of Exhibit 1, and on  
5 120 to 121 of Exhibit 1.

6 A Well, without going back and looking at records,  
7 I could not tell you for sure whether they were or they were  
8 not.

9 Q Well, do you know whether they were making  
10 contributions for pension and welfare funds?

11 A I do not know if a -- I can't testify to it,  
12 because I don't know for sure that they were or they weren't.

13 Q Did any of the employees of Pennsylvania Truck  
14 Lines receive welfare benefits if they were ill?

15 A Again, I am not trying to be argumentative.

16 I would not know that unless the business agent or  
17 the individual came to me, and no one did come to me with  
18 any problems relative to health, welfare or pension.

19 Q Well, do you know whether Pennsylvania Truck Lines  
20 was making contributions to pension and welfare --

21 A I have no knowledge of that.

22 Q Do you know whether they continued to make  
23 contributions after April 1, 1980, in accordance with the  
24 provisions of N.M.F.A.?

25 A I have no knowledge.

1 Q Who would have that knowledge?

2 A The business agent, quite possibly.

3 Q So, Mr. Clemens would know, would he not?

4 A I would assume that he would know if there was  
5 any problems, whether or not they had agreed to make those  
6 pension --

7 Q I see.

8 There was, during the period of the collective  
9 bargaining agreement, up to April 1, 1982, grievances submitted  
10 by 249 to Local Joint Area Committees, were there not?

11 A I would have to assume they did. I saw at least  
12 three here today.

13 Q I want you to refer to Exhibit E for identification.  
14 You are aware of the fact that that notice has  
15 been sent to Pennsylvania Truck Lines, Inc.?

16 A I am.

17 Q And I just want to read to Your Honor --

18 THE COURT: Is this in evidence?

19 MR. BURSTEIN: I am sorry?

20 THE COURT: Is this in evidence?

21 MR. BURSTEIN: Yes, it is in evidence. It is  
22 Defendant's Exhibit E in evidence.

23 "You are hereby notified that the Teamsters  
24 National Freight Industry Negotiating Committee and the  
25 undersigned Local Union", which is 249, "as bargaining agents

1 for the involved employees, desire to revise or change terms  
2 or condition of the National Master Freight Agreement and  
3 all Area, Regional and Local Supplements, Addenda, Appendices  
4 or Riders thereto for the next contract period as provided  
5 in Article 39, Section 2, thereof". And I just interpolate,  
6 is the N.M.F.A. And there is said at the bottom, "We enclose  
7 herewith a copy of Article XII, Section 14, and Article XVI,  
8 Section 4, of the Constitution of the International  
9 Brotherhood of Teamsters so that you may be informed of the  
10 requirements for entering into a binding agreement".

11 Now, sir, you testified with respect to Exhibit D,  
12 and I want to show it to you, that you had received a copy.  
13 If I am in error, please correct me.

14 THE COURT: Your question is, did he testify that  
15 he received a copy of that exhibit?

16 MR. BURSTEIN: Yes, sir.

17 I did, yes.

18 Q You are aware of the fact that Pennsylvania Truck  
19 Lines and other motor carriers, prior to the expiration of  
20 the National Master Freight Agreement on March 31, 1982,  
21 had designated various trade associations of employers as  
22 collective bargaining agents?

23 A Correct.

24 Including the Trucking Management, Inc.?

25 A Yes, sir.

1 Q And you are aware of the fact that trucking  
2 companies in this area, like PTL, withdrew authority from  
3 their trade associations and had asked to bargain individually?

4 A That's correct.

5 Q And were there some in this area with whom you  
6 bargained individually?

7 A Several, yes.

8 Q And did you reach a National Master Freight  
9 Agreement with them?

10 A In some cases, yes. Some cases, no.

11 Q And in the instances that you didn't reach a  
12 National Master Freight Agreement, did you enter into a  
13 separate agreement below the standards of the National Master  
14 Freight Agreement?

15 A Those contracts right now are still being  
16 negotiated or in the process of negotiation.

17 Q With the knowledge of the International, isn't that  
18 so?

19 A That's correct.

20 Q And with the approval of the Eastern Conference,  
21 isn't that so?

22 A That's correct. Well, I have got to back up there.  
23 The Eastern Conference and the International Union  
24 really have nothing to do with the negotiations.

25 Q Well, the International then?

1 A The International has nothing to do with the  
2 negotiations. The National Negotiating Committee does.

3 Q And that's the National Negotiating Committee  
4 of the International, isn't it?

5 A No. Again, I am not being argumentative.

6 The National Negotiating Committee is a separate  
7 entity apart from the International Union, the Conference and  
8 any local union.

9 Q Who created it?

10 A The National Negotiating Committee was created  
11 through agreement between the parties to the National Master  
12 Freight --

13 Q And who represents the unions on the National  
14 Negotiating Committee?

15 A Those people that are appointed by the general  
16 president or the general chairman of the National Negotiating  
17 Committee.

18 Q How about the Executive Board of the International,  
19 do they have any role in that?

20 A Not necessarily, no.

21 Q Are you familiar with the constitution?

22 A I am.

23 Q And do you find anything in the constitution which  
24 tells you how they constitute a National Negotiating Committee?

25 THE COURT: I think he already testified that the



1 president appoints some 200 people.

2 MR. BURSTEIN: Okay. Just allow me one moment,  
3 Your Honor.

4 I have nothing further, Your Honor.

5 THE COURT: Any further questions for this witness?

6 MR. ORSATTI: Just a few, Your Honor.

7 RECROSS-EXAMINATION

8 BY MR. ORSATTI:

9 Q Mr. Byrnes, I am showing you my copy of Defendant's  
10 Exhibit E, and I believe you testified previously that that  
11 is a form letter?

12 A That's correct.

13 Q That is not a letter that was prepared especially  
14 for Pennsylvania Truck Lines?

15 A No, sir, it is not. It is sent to any company  
16 that is involved in either the transportation of freight under  
17 the National Agreement or those companies that are involved,  
18 warehousing, what have you, with the general movement of freight.

19 Q Mr. Byrnes, I am showing you a letter marked for  
20 identification as Defendant's Exhibit L.

21 Can you identify that, please?

22 A That's a letter dated May the 11th, 1979.

23 At that time, as I testified earlier, there was  
24 no agreement whatsoever, other than a handshake agreement,  
25 between Pennsylvania Truck Lines and Local 249.

1           Apparently I had received a letter from Mr. LeClair,  
2           who, at that time, was the vice president of labor relations  
3           with the company, indicating his acceptance of the National  
4           Master Freight and supplements thereto.

5           I notified him that Local 249 was not and has --  
6           was not, has not and will not be party to the National Master  
7           Freight Agreement or any supplement thereto with Pennsylvania  
8           Truck Lines, and suggested that he contact business agent  
9           Whitey Clemens to arrange a meeting.

10          Q       Now, that was in connection with the last signed  
11       agreement between --

12          A       That would be the agreement that began in 1979  
13       and ran through 1981 or 1982. I'm sorry.

14          MR. ORSATTI:   Your Honor, I don't have a copy of  
15       this letter. I would like to offer this at this time, and I  
16       would like to withdraw it and provide copies.

17          THE COURT:   Any objection?

18          MR. BURSTEIN:   Only on the grounds of relevancy,  
19       because we say there is an agreement.

20          THE COURT:   Admitted.

21          During the lunch hour you can withdraw it and have  
22       a copy made.

23          MR. ORSATTI:   Thank you, Your Honor. I have no  
24       further questions.

25          THE COURT:   Any further questions?

1 MR. BURSTEIN: Yes.

2 REDIRECT EXAMINATION

3 BY MR. BURSTEIN:

4 Q I just want to ask you whether Exhibit E shows  
5 that it was addressed -- this letter was addressed to  
6 Pennsylvania Truck Lines?

7 A Yes, sir, it was.

8 Q All right. That was sent -- my copy has the date  
9 obscured. May I see the original of Exhibit E, please?

10 The date is October 2, 1981, is that correct?

11 A Yes, sir.

12 Q Would you check your files, or counsel's files, and  
13 show me a single letter written prior to March 31, 1982,  
14 advising Pennsylvania Truck Lines either that this letter was  
15 being withdrawn or that you are proceeding to bargain  
16 individually?

17 THE COURT: Mr. Burstein, you are not here to make  
18 assignments. You are here to ask questions and get answers.

19 MR. BURSTEIN: I will withdraw the question.

20 THE COURT: Ask your questions. Don't make any  
21 assignments.

22 Q Do you have a single letter in your files or in  
23 your possession addressed to Pennsylvania Truck Lines prior  
24 to March 31, 1982, relating to the negotiations of an  
25 extension of the collective bargaining agreement or modifica-

1 tion, other than what has been marked Exhibit E?

2 A I do not have that in my possession. We do have  
3 the letter from Mr. LeClaire to the union saying that he  
4 wished to negotiate individually with local unions. That's  
5 been admitted prior to this.

6 Q Apart from that, is there any letter that you ever  
7 wrote, either you or anybody on behalf of Local 249, prior  
8 to March 31, 1982, saying that this letter, Exhibit E, is  
9 withdrawn and that you want to -- pardon me -- you want to  
10 negotiate separately with Pennsylvania Truck Lines? Have you  
11 got such a letter?

12 A I do not have one on my person. I don't think --  
13 I would have to assume there was none because there would be  
14 no need for it.

15 MR. BURSTEIN: I move to strike the latter part  
16 about no need for.

17 THE COURT: Overruled.

18 MR. BURSTEIN: All right. I have no further  
19 questions.

20 THE COURT: Any further questions?

21 MR. ORSATTI: No further questions, Your Honor.

22 THE COURT: You may step down.

23 THE WITNESS: Thank you, Your Honor.

24 (The witness was excused.)

25 MR. BURSTEIN: I would like to call Mr. Clemens,

RIDER

PENNSYLVANIA TRUCK LINES, INC.

E

GENERAL TEAMSTER CHAUFFEURS & HELPERS LOCAL UNION NO. 249

Pennsylvania Truck Lines, Inc. (hereinafter referred to as the Employer) and General Teamsters Chauffeurs & Helpers Local Union No. 249 associated with the Eastern Conference of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the Union) agreed to be bound by the terms and provisions of this Agreement.

This Rider is supplemental to and becomes part of Teamsters Joint Council No. 40 Freight Division Local Cartage (hereinafter referred to as the Local Agreement) and the National Master Freight Agreement (hereinafter referred to as the National Agreement) for the period commencing April 1, 1979 and shall prevail over the specific terms of that Agreement only to the extent subsequently provided herein.

The following items hereby reduced to writing, outline the agreed upon understandings reached through negotiations between the above-referred to parties.

1. All employees under Teamsters Local Union 249 Bargaining Unit will receive their pay weekly with the understanding that Pennsylvania Truck Lines could institute a two (2) week hold back in accordance with the letter currently on file with Local 249.
2. When possible men called from the Local Union shall be paid up at the completion of the day's work or no later than the current pay period.
3. When a Holiday falls during the regular vacation of an employee entitled to Holiday pay, he shall receive an extra day's pay for such Holiday. Said employee shall have the option of taking an extra day off at the end of his scheduled vacation. Said employee must notify the Employer of his or her intentions prior to the start of his or her vacation period.
4. Pay for unworked Holidays shall not be used in computing overtime in the regular work week. Time worked in excess of thirty-two (32) hours in any week in which a Holiday occurs shall be paid for at the rate of time and one-half (1½) except where the Holiday falls on Saturday or Sunday provided the Holiday falls within the scheduled





work week. Then the time and one-half (1½) shall be paid after the fortieth (40th) hour (after thirty-six (36) and forty-five (45) hours respectively for peddle drivers).

5. An employee shall receive his vacation pay before taking vacation as long as a minimum of two (2) weeks advance notice is given to the Employer by the employee.
6. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including but not limited to acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.
7. Any attempt by the Employer to move the Pittsburgh/Cleveland/Pittsburgh/Altoona/Pittsburgh work out of the Pittsburgh Terminal would have to be submitted to the appropriate change of operation committee as called for under the National Master Freight Agreement.
8. When a replacement employee is called in and used he shall receive the same starting time as the man he replaces, subject to a maximum of four (4) hours.
9. The items contained in this Rider constitute the entire scope of past practices.
10. No member of the bargaining unit working on the Road will be required to do "tie down" work on any given day, and "tie down" man will not be permitted to do road work on any given day. (See Item 14 below)
11. The National and/or Local Agreement would apply with respect to any employee working out of town being compensated for expenses incurred such as meals, lodging and transportation, etc.
12. It is agreed that Bid Tie Down Employee:
  - will be furnished laundered uniforms each week;



- will be furnished gloves as needed with replacements being issued upon the employee turning in the old pair;

541a

- will be furnished foul weather gear (rain jacket, rain pants, and rain hat) as needed, with replacements being issued upon the employee turning in the old set.

Two (2) extra sets of rain gear and coveralls will be provided for use as required by the employees subject to employee control for proper use and return.

13. In the event the present facilities providing shelter, heat, electric and phone at the site are removed, a meeting will take place between the parties to discuss an alternate means for providing the above items. This will be done prior to the removal of the facility.
14. The Company agrees that no employee will be permitted to do city work runs and log runs on any given day except a modification is hereby made allowing a log run (road) driver to come in and do city work, etc., in order to properly service and satisfy customers in emergency situations. (See item 10 above)
15. All classes will stay at the same rate except for negotiated increase.
16. The Union, its members and the Employer agree at all times as fully as it may be within their power to further their mutual interest and interests of the trucking industry and the International Brotherhood of Teamsters nationwide.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer and the trucking industry. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment, run, terminal and territorial operational conditions, subject to agreement and approval with the Local Union, and to be filed for approval with the Conference Joint Area Committee.

The Union and trucking industry agree to establish a Committee on Industry Operations composed of equal numbers of members from the industry and each Union Conference Area. The purposes of the Committee are to identify problems causing loss of business and job; to direct communication so as to educate employees relative to long-term job security through the Employer, the Local Unions signatory to this Agreement, or other means. It is to be recognized as a joint Union and Employer effort and shall have the full support of the International Union and the industry. Such Committee

shall investigate and make recommendations to the National Grievance Committee on a quarterly basis designed to eliminate operational inefficiencies.

In addition, the Committee on Industry Operations shall advise the Joint National Negotiating Committees of specific recommendations to achieve operational efficiencies as well as steady growth in the Motor Carrier Industry in writing six (6) months prior to the expiration of the current Agreement.

The purpose of this statement of principle is to protect the long-range interests of the employees, the Employer, the Union and the general public served.

17. The appropriate language of the National and/or Local Agreement will be utilized (i.e., Subcontracting and Change of Operations) as it pertains to work presently being performed by Pennsylvania Truck Lines' employees who are members of Teamsters Local Union No. 249.
18. Seniority rights for all employees shall prevail in accordance with Article 43, Section 1 of the Local Agreement.
19. If an employee turns down work for any reason, including bookoffs, sickness, unavailability, etc., during the week and works Saturday, the Saturday work would be worked at straight time. If, however, an employee is compensated under the contract for any days that he may have missed, Monday through Friday, and/or the company does not have work for the employee during the week and he works tie down on Saturday, it would then be at time and one-half (1½).

Note: Compensable items as referred to above are sick leave, funeral leave, jury duty and/or Holidays.

It was agreed that Pennsylvania Truck Lines does have a Tuesday through Saturday work week on a bid work run.

With the above agreements, Pennsylvania Truck Lines' proposal #1 was withdrawn.

20. It is agreed before any starting time can be changed, the Employer must post such change seven (7) days prior to the enactment of any scheduled change; in addition Pennsylvania Truck Lines shall be allowed to cancel and/or change starting times and shifts upon a telephone call due to emergencies, i.e., embargos and acts of God.

Employees who come in early may work to the end of the regular shift and then receive time and one-half (1½) after eight (8) hours and twenty-four (24) minutes. Time and one-half (1½) is not paid for work performed prior to the shift; however, it is paid for work at the backend of the shift in excess of eight (8) hours and twenty-four (24) minutes.

21. Article 9 of the National Master Freight Agreement shall apply.
22. Yard men will be trained for a period of two (2) days after which the Terminal Manager will determine if additional time is needed. If additional time is needed the employee will be paid at eight (8) hours a day.
23. The employee will go to the doctor of his choice and the Company will pay up to the established amount of \$15.00. If, in the eyes of the Company there appears to be something wrong with the physical examination performed by the employee's doctor, the Company shall have the right to send the employee to a doctor of its choosing. If a discrepancy arises between the two doctors, it shall be resolved by the employee going to a third doctor selected by the above two doctors.
24. If and when a road operation is instituted at the Pittsburgh Terminal a meeting would be held between the parties to discuss the implementation of it.
25. The Economics negotiated in the National Master Freight Agreement Settlement would apply.
26. It was agreed that any grievance arising between the employees and the Employer shall first be adjusted, if possible, between the Union and the Employer without any unnecessary delay. In the event, however that the Employer and the Union are unable to properly adjust such grievance, same shall be referred to arbitration. The Employer and/or Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service and within seventy-two (72) hours after receipt of same, shall arrange to alternately eliminate names from the list (the grieving party removing the first name) until such time as only one name remains. That person shall be designated to hear the grievance and his decision shall be final and binding upon all parties. The decision of the arbitrator shall be rendered within thirty (30) days after the hearing on the alleged grievance has been concluded. Arbitrator's fees and costs shall be split by the parties. The Arbitrator in hearing the facts has no authority to add to, delete from and/or modify the Agreement.

Discharges, suspensions and seniority questions will be subjects to be heard before an arbitrator.

Interpretations and other items questioned under the contract will be referred to the normal grievance committee, i.e., Joint Council 40 and/or Eastern Conference, etc.

There will be no waiting period for sick leave pay. Pay will begin with the first day of sickness.

It was agreed the Holiday effective April 1, 1980 will be a personal holiday with the employee notifying the Employer prior to the start of dispatch the day before, subject to seniority with a maximum number of two (2) employees off at one time unless mutually agreed to otherwise.

Employees, although allowed to select equipment to drive, would do so in accordance with business demands and work to be performed, subject to adjustment by the Company, if needed.

It was agreed that all transfer work performed on the property, i.e., from the rail crossing to the end of Track 8 at the Yard Office, will be done by Local 249 employees unless removed from this area at the direction of customer, shipper, Conrail, etc., and/or unless equipment to transfer load is not owned by Pennsylvania Truck Lines.

WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this 22<sup>nd</sup> day of February, 1980, to be effective of April 1, 1979 except as to those areas where it has been otherwise agreed between the parties.

PENNSYLVANIA TRUCK LINES, INC.  
PITTSBURGH, PA

GENERAL TEAMSTERS, CHAUFFEURS AND  
HELPERS LOCAL UNION NO. 249

*Arthur W. Clark*  
S: Vice President-Labor Relations

BY: *John R. Cincus*  
ITS: *B. Cincus*

3-24-80

cc: D. Cincus (c)  
J. Cincus (c)  
A. Cincus (c)



WESTERN PENNSYLVANIA TEAMSTERS  
AND EMPLOYERS JOINT AREA COMMITTEE

No 24183

5 APR 2 33

GRIEVANCE FORM

545a

LOCAL UNION NO. 249 Date: 4-5-82  
Business Agent: JOHN CLEMENTS  
COMPANY: PENNSYLVANIA TRUCK LINES INC.  
Attention: MR. DAVE PANNO  
ADDRESS: 2810 FREBBLE AVE. PITTSBURGH PA.  
CITY FREIGHT ☒ OVER-THE-ROAD ☒ STEEL ☐ OTHER \_\_\_\_\_  
SECTION OF CONTRACT VIOLATED: ARTICLE 29 SECTION 2 & SECTION 4

DETAILS: THE COMPANY IS PICKING UP SOLID LOADS AT ABEY CORP.  
MEADOW HILLS PA. IT IS ALL COMPANY MATERIAL, THEY ARE THEN  
PILLY BACKING THESE LOADS IN VIOLATION OF THE CONTRACT, AT SUCH  
A TIME WHEN MOST OF THE MEN ARE ON HALF OFF STOPS

ON MARCH 31, 1982 I PICKED UP 2 SOLID LOADS OF  
COMPANY MATERIAL AT ABEY CORP AND RETURNED THEM TO THE  
RAIL LOAD FOR PILLY BACK ONE LOAD WAS SHIPPED TO CLEVELAND  
THE OTHER TO SELLERK N.Y. THESE ARE RUNS WE HAVE  
RUNNED FOR YEARS

ADJUSTMENT REQUESTED: TO CEASE AND PERCEASE THIS VIOLATION

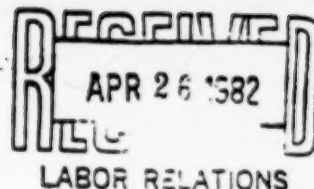


I understand that the above grievance is subject to the procedure of Article 8, Articles 45 and 46 of the National Master Freight Agreement and Teamsters Joint Council No. 40, Freight Division, Local Cartage or Over-the-Road Supplemental Agreement, and the adjustments or decisions reached thereunder at any appropriate level thereof. I agree to be bound by the terms of the said Agreements applicable to my status and grievance. I authorize my Union representative to appear and act on my behalf at any and all steps of the grievance procedure where I fail to attend in person for any reason, and agree to be bound thereto.

COMPANY'S COPY

Harold W. Mudd  
Employee's Name

220338  
Clock No.



cc A. Asensio

B. Panno

J. Malone

Jerry (A)

4-26-82

615 Penn. Avenue  
Pittsburgh, Pa. 15221  
[Phone: 412/261-7700]

April 22, 1982

disseminated  
to ECTAC  
Malone has file

Mr. Gerald A. LeClaire  
Pennsylvania Truck Lines, Inc.  
308 E. Lancaster Avenue  
Wynnewood, Pa. 19096

Re: Case No. 24183 *P.T. 77*  
(Local 249 vs. Pennsylvania Truck Lines, Inc.)

Dear Sir:

The above referenced cases involving your Company and the above-mentioned Union may have been scheduled for hearing before the Western Pennsylvania Teamsters & Employers Joint Area Committee on WEDNESDAY, MAY 5, 1982, at the HILTON AIRPORT INN, 3030 Boulevard of the Eagles, Pittsburgh, Pa. 15201 (Phone: 412/262-3800) before Committee "B" in Section "D" of the Ballroom at 9:45 A.M.

This is your official notification of the docketing of this/ these cases before the Western Pennsylvania Teamsters & Employers Joint Area Committee. You are requested to have a representative in attendance on the date and at the time listed.

Very truly yours,

John J. Panno, Jr., Secretary  
Western Pennsylvania Teamsters &  
Employers Joint Area Committee

cc

CC: David Panno/PTL, 2700 Preble Ave., Pgh., Pa. 15233

P.S. Please send to this office prior to 11:00 A.M., MAY 3RD, a brief report of the Company's position for each of the cases docketed for hearing!

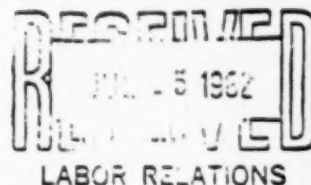


# EASTERN CONFERENCE JOINT AREA COMMITTEE

OFFICE OF THE EMPLOYER  
Co-Secretary  
925 Penn Avenue  
Pittsburgh, Pennsylvania 15222  
PHONE Area Code 412  
281-9384



547a OFFICE OF THE UNION  
Co-Secretary  
4841 Montgomery Avenue  
Bethesda, Maryland 20814  
PHONE Area Code 301  
656-6006



## Official Notice

OF GRIEVANCES

TO BE HEARD BY

EASTERN CONFERENCE JOINT AREA COMMITTEE

The enclosed Docket of Cases of grievances to be heard by the Eastern Conference Joint Area Committee constitutes official notice to you of the case(s) involving your Local Union. A copy of this letter and the Docket is also being forwarded to the Employer(s) involved and shall constitute its (their) official notice. It is the Local Union's responsibility to notify the employees involved within a reasonable time prior to the hearing, preferably ten (10) days, of the time and place of the grievance meeting.

Please note that the Docket states the date, time and place of the hearing for each grievance together with the issue involved.

This notice and the Docket have been prepared and forwarded to you in accordance with your collective bargaining agreement and the Rules of Procedure of the Eastern Conference Joint Area Committee. If you have any questions or problems concerning these matters, please contact the undersigned at your earliest convenience.

Very truly yours,

Joseph W. Burkhard  
Union Co-Secretary

James H. Hutchinson, Jr.  
Employer Co-Secretary



COMMITTEE "B"  
Tuesday, July 27, 1982  
9:00 a.m.

RECEIVED  
JUL 15 1982  
RECEIVED  
LABOR RELATIONS

C-43-82 Local 249 v. Standard Motor Freight  
Procedural Deadlock.

C-76-82 Local 249 v. Standard Motor Freight  
On behalf of all employees, the Union alleges a violation of Articles 49, 50, Section 14 (A); Article 52, Section 3 (b); Article 53, Section 8 (b). Requesting all payments due.

~~Local 249 v. Standard Motor Freight~~  
~~On behalf of all employees, the Union alleges a violation of Articles 49, 50, Section 14 (A); Article 52, Section 3 (b); Article 53, Section 8 (b). Requesting all payments due.~~

PIT 77

C-78-82 Local 493 v. Transport Drivers  
On behalf of R. Radei, R. Hansen, T. Mardos and D. Hewlitt, the Union alleges a violation of Articles 5, 6 & 39, Section 3. Requesting twenty (20) days' pay for each man.

C-79-82 Local 560 v. Smith's Transfer  
On behalf of A. Murdrick, the Union alleges improper suspension. Claiming all monies due (one (1) day).

C-80-82 Local 560 v. Smith's Transfer  
On behalf of R. Takovchuk, the Union alleges improper suspension. Claiming all monies due.

C-81-82 Local 557 v. Motor Freight Express  
On behalf of Joseph Murray, the Union alleges a violation of Article 54, Section 9, Subsection 4. Requesting all lost pay.

C-82-82 Local 822 v. Maislin Transport of Delaware  
On behalf of Robert Brown and top laid off employees, the Union alleges a violation of Article 40, Section 2C and all that apply. Requesting eight (8) hours' pay.

C-83-82 Local 560 v. Helm's Express  
On behalf of Patrick McIntyre, the Union alleges a violation of Article 51, Section 4. Requesting all monies due.

C-44-82 Local 30 v. Helm's Express  
On behalf of Tom Sever, the Union alleges a violation of Articles 42, 43, 44, 46 & 52. Requesting that the grievant be granted an opportunity to exercise his seniority to bump into the A.S.D.I. warehouse.

# GRIEVANCE FORM

549a

LOCAL UNION NO. #249

Date: June 14, 1982

Business Agent: Mr. John Clemens

COMPANY: Penna. Truck Lines Inc.

Attention: Mr. T. Prince

ADDRESS: 2810 Prable Ave. Pgh. Pa. 15233

CITY FREIGHT ☒ OVER-THE-ROAD ☐ STEEL ☐ OTHER ☐

SECTION OF CONTRACT VIOLATED: Article 38 Section 1 of the N.M.F.A.

Article 29 of the P.T.L. Rider to the N.M.F.A.

DETAILS: On March 19, 1982 Mr. Le Claire of P.T.L. agreed that all  
terms and conditions of the present contract, sipplement, rider,  
shall continue in full force and effect during the retroactivity  
period beginning April 1 1982.

On June 10, 1982 I James Mudd was informed that the Company  
Pfenna, Truck Lines Inc. would not pay the fourth or fifth sick day.

ADJUSTMENT REQUESTED: ( 8 Hrs. ) pay for the fourth sick day of 1982/ 1983.

I understand that the above grievance is subject to the procedure of Article 8, Articles 45 and 46 of the N.M.F.A. Agreement and Teamsters Joint Council No. 40, Freight Division, Local Cartage or Over-the-Road Supplemental Agreement, and the adjustments or decisions reached thereunder at any appropriate level the LABOR RELATIONS and by the terms of the said Agreements applicable to my status and grievance. I authorize my Union representative to appear and act on my behalf at any and all steps of the grievance procedure where I fail to attend in person for any reason, and agree to be bound thereto.

COMPANY'S COPY

James M. Mudd

Employee's Name

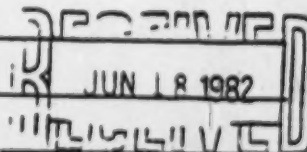
Clock No.

## GRIEVANCE FORM

LOCAL UNION NO. #249Date: June 14 1982Business Agent: Mr. John ClemensCOMPANY: Penna. Truck Lines Inc.Attention: Mr. T. PrinceADDRESS: 2810 Preble Ave. Pgh. Pa 15233CITY FREIGHT ☒ OVER-THE-ROAD ☐ STEEL ☐ OTHER ☐SECTION OF CONTRACT VIOLATED: Article 38 Section 1 of the N.M.F.A.Article 29 of the P.T.L. Rider to the N.M.F.A.

DETAILS: On March 19, 1982 Mr. LeClaire of P.T.L. agreed that all  
terms and conditions of the present contract, supplement, rider,  
shall continue in full force and effect during the retroactivity  
period beginning April 1 1982.

On June 10, 1982 Terry Mudd was informed that the Company,  
Penna Truck Lines Inc. would not pay him the fourth or fifth sick  
day.



LABOR RELATIONS

ADJUSTMENT REQUESTED: ( 8 Hrs ) pay for the fourth sick day of 1982/ 1983.

I understand that the above grievance is subject to the procedure of Article 8, Articles 45 and 46 of the National Master Freight Agreement and Teamsters Joint Council No. 44, Freight Division, Local Cartage or Over-the-Road Supplemental Agreement, and the adjustments or decisions reached thereunder at any appropriate level thereof. I agree to be bound by the terms of the said Agreements applicable to my status and grievance. I authorize my Union representative to appear and act on my behalf at any and all steps of the grievance procedure where I fail to attend in person for any reason and agree to be bound thereby.

COMPANY'S COPY

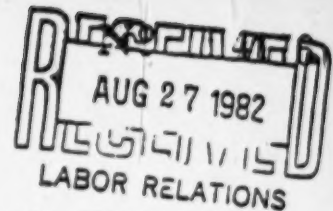
Terry Mudd

Employee's Name

Clock No.

WESTERN PENNSYLVANIA TEAMSTERS  
AND EMPLOYERS JOINT AREA COMMITTEE

GRIEVANCE FORM



LOCAL UNION NO. 249

Date: JULY 16, 1982

Business Agent: JOHN R. CLEMENS

551a

COMPANY: PENNSYLVANIA TRUCK LINES, INC.

Attention: TERMINAL MANAGER

ADDRESS: 2700 Preble Avenue, Pittsburgh, PA.

CITY FREIGHT ☒ OVER-THE-ROAD ☐ STEEL ☐ OTHER ☐

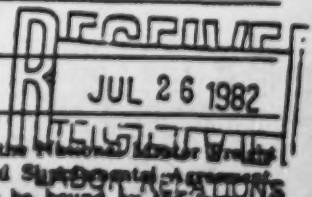
SECTION OF CONTRACT VIOLATED: ARTICLE 8, 47 AND OTHER PERTINENT ARTICLES

DETAILS: THOSE INDIVIDUALS DISCHARGED FOR ALLEGED PARTICIPATION IN AN  
ILLEGAL WORK STOPPAGE HAVE BEEN DISCHARGED.

19 JUL 11 12



ADJUSTMENT REQUESTED: REINSTATEMENT TO THE PROPER SENIORITY POSITIONS  
AND ALL LOST WAGES AND BENEFITS.



I understand that the above grievance is subject to the procedure of Article 8, Articles 45 and 46 of the Western Pennsylvania Teamsters Agreement and Teamsters Joint Council No. 48, Freight Division, Local Cartage or Over-the-Road Shipper's Agreement, and the adjustments or decisions reached thereunder at any appropriate level thereof. I agree to be bound by the terms of the said Agreements applicable to my status and grievance. I authorize my Union representative to appear and act on my behalf at any and all steps of the grievance procedure where I fail to attend in person for any reason, and agree to be bound therein.

JOHN R. CLEMENS FOR ALL EFFECTIVE  
EMPLOYEES

COMPANY'S COPY

Employee's Name

Clock No.





## PENNSYLVANIA TRUCK LINES, INC.

308 E. LANCASTER AVENUE, WYNNEWOOD, PA 19096 215 / 878-8800

GERALD A. LeCLAIRE  
VICE PRESIDENT  
LABOR-PERSONNEL SAFETY

March 31, 1982

Mr. John R. Clemens  
Business Agent  
~~I.R.T. Local Union No. 249~~  
4701 Butler Street  
Pittsburgh, PA 15201

RE: Retroactivity and Contract Continuation

As a follow up to our telephone conversation on March 31, 1982 you will find attached a copy of my March 19, 1982 letter, which is on file with Mr. Loran Robbins, who is Chairman of the Union Sub-Committee assigned to negotiate independently with Pennsylvania Truck Lines, Inc., and also on file with the Central Conference of Teamsters and the Eastern Conference of Teamsters.

In the event there are any questions, please do not hesitate to contact me.

*Gerald A. LeClaire*  
Gerald A. LeClaire  
Vice President  
Labor, Personnel & Safety

GALeC:djw

Attachment

cc: R. F. Ascencio  
David Panno  
Barry Berger  
Ed Lukasik



OVER A CENTURY OF SERVICE

Certified Mail #P28 1350339, R.R.R.



<u>Location</u>	<u>Local</u>	<u>Active</u>	<u>Inactive</u>
Buffalo	375	2	12
Rochester	118	5	4
Syracuse	317	5	7
Albany	294	4	3
Springfield	404	6	4
Worcester	170	6	1
Boston	25	12	5
Pittsburgh	249	9	13
Harrisburg	776	48	0
Altoona	110	5	0
Philadelphia	470	34	23
Dick	30	0	5
So. Kearney	641	28 maint. 34	5 maint. 23
No. Bergen	807	25 clerks 34 6 gate	3 clerks 0 0 gate
Baltimore	557	10	1
Camden	676	0	11
Utica	118	0	1
Trenton	701	0	5
		—	—
		273	128



<u>Location</u>	554a	<u>Local</u>	<u>Active</u>	<u>Inactive</u>
St. Louis		50	13	10
Chicago		710	27	0
Elkhart		364	3	4
Indianapolis		135	9	27
Teffersonville		89	2	2
Toledo		20	8	2
Cleveland		407	7	14
Columbus		413	10	8
Cincinnati		100	0	0
Sharonville		836	19	0
Kalamazoo		7	0	7
Detroit		299	8	16
)			—	—
			106	90

379 ← 592 ← 213

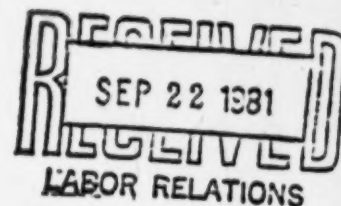
# National Freight Industry Negotiating Committee

ROY L. WILLIAMS, CHAIRMAN

25 LOUISIANA AVENUE, N.W., WASHINGTON, D.C. 20001



September 16, 1981



TO:

ALL EMPLOYERS and EMPLOYER ASSOCIATIONS  
COVERED BY THE NATIONAL MASTER FREIGHT AGREEMENT

555a

Gentlemen:

YOU and EACH OF YOU ARE HEREBY NOTIFIED that the Teamsters National Freight Industry Negotiating Committee, on behalf of each of the Teamsters Locals and affiliates signator to and affected by the NATIONAL MASTER FREIGHT AGREEMENT (City, Road, Office and Garage) and all Area, Regional and Local Supplements, Addenda, Appendices and Riders thereto, as bargaining agents for the involved employees desire to revise or change the terms and conditions of such Agreement (City, Road, Office and Garage) for the contract period commencing April 1, 1982, as provided in Article 39, Section 2, thereof.

YOU ARE FURTHER NOTIFIED that this notice applies to whatever separate agreements any of our affiliates may have with your Company covering FREIGHT GARAGE and FREIGHT OFFICE employees. However, this notice is not intended to require you to enter into negotiations to replace such garage and office agreements prior to their expiration or renewal date unless you are willing to do so, nor shall this notice be considered a request to reopen prior to the expiration or renewal date of such garage and office agreements unless all parties to those agreements specifically so agree.

The Teamsters National Freight Industry Negotiating Committee will notify the signator company of the date of the commencement of negotiations.

Please note that this notice results from a request by several Employer Associations for the earlier renegotiation of the current Agreement under Article 27 and Article 39, Section 2, because of stated industry financial conditions. The Teamsters National Freight Industry Negotiating Committee has agreed to these Employer Associations' request and the renegotiation of these Agreements will commence at an early date.

If you desire to participate in these accelerated negotiations, and if you are not represented by any Associations, please advise us and we will arrange for negotiating meetings with you at our mutual convenience.

We enclose herewith a copy of Article XII, Section 14 and Article XVI, Section 4 of the Constitution of the International Brotherhood of Teamsters,

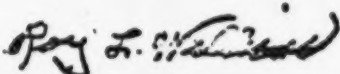


X

Chauffeurs, Warehousemen and Helpers of America, so that you may be informed of the Union's requirements for entering into a binding agreement.

Very truly yours,

TEAMSTERS NATIONAL FREIGHT  
INDUSTRY NEGOTIATING COMMITTEE



Roy L. Williams  
Chairman

RLW/dp/m  
enclosure

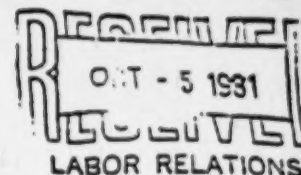
# National Freight Industry Negotiating Committee

ROY L. WILLIAMS, CHAIRMAN

25 LOUISIANA AVENUE, N.W., WASHINGTON, D.C. 20001



October 1, 1981



TO: ALL EMPLOYERS AND EMPLOYER ASSOCIATIONS  
COVERED BY THE NATIONAL MASTER FREIGHT AGREEMENT

559a

Gentlemen:

This is a notice to all Employers who are signatory to the National Master Freight Agreement and Supplements thereto covering city cartage, road drivers, dock workers, clerical employees, mechanics and all other employees who are covered by the National Master Freight Agreement or a Supplement thereto, that on Thursday, November 5, 1981, at 1:00 p.m., at the Ramada O'Hare Inn, 6600 North Mannheim Road, Des Plaines, Illinois, there will be a meeting of the National Freight Industry Negotiating Committee and Employers and Employer Associations for the purpose of agreeing upon a schedule of negotiations, adopting negotiation procedures, appointing subcommittees, receiving lists of employers granting powers of attorney to the various Associations, and such other matters which may be relevant to the negotiations. Presentation of collective bargaining proposals will take place at a later date, but employers not represented by Associations may send the proposals to the Teamsters National Freight Industry Negotiating Committee. Those Employers who have mechanics and clerical employees under separate Teamster contract are also requested to be in attendance for the purpose of negotiating a standard agreement for such classification. It is anticipated that this meeting will be concluded on the afternoon of November 5.

The Teamsters National Freight Industry Negotiating Committee is the bargaining agent for each Local Union, whether or not it is signatory to the Master Agreement or Supplements, for road, city and dock, subject to overall membership vote on any final offer that is negotiated by the Committee and the employers. This applies also to those Local Unions which have separate mechanics and clerical contracts which are not a part of the Master Freight Agreement with the same limitations. But, this notice is not intended to require you to enter into negotiations to replace such garage and office agreements prior to their expiration or renewal date unless you are willing to do so, nor shall this notice be considered a request to reopen prior to the expiration or renewal date of such garage and office agreements unless all parties to those agreements specifically so agree.

The Committee also requests each Employer Association to present it with a complete list of its members together with a duly authorized statement of the full scope of the Association's authority to negotiate and execute a binding agreement on behalf of such members.



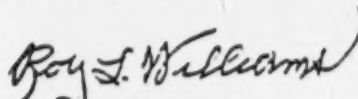
Those employers who have already notified Teamsters National Freight Industry Negotiating Committee that they are either withdrawing from the unit, or desire individual negotiations because they are not represented by an association, are welcome to attend this first meeting. However, such employers will receive no further notice of future meetings with employer associations. Subcommittees will be appointed to meet and bargain with such employers.

We have agreed with the Trucking Industry that negotiations will resume on December 1, 1981.

This is the only general notice that will be given all employers for negotiations. All further notices will be sent directly to the various Employer Associations.

Very truly yours,

TEAMSTERS NATIONAL FREIGHT  
INDUSTRY NEGOTIATING COMMITTEE

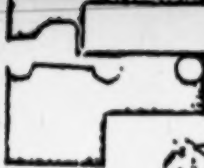


Roy L. Williams  
Chairman

RLW/dp/m



File  
Below



*Carbone*  
CENTRAL CONFERENCE OF TEAMSTERS  
FREIGHT DIVISION  
4550 WEST DRYN MAWR AVENUE  
TELEPHONE (312) 693-6200 CHICAGO, ILLINOIS 60631

561a

AFFILIATED WITH I. B. OF T., C. W. AND N. OF A.

438

January 7, 1982  
Certified Mail # 304234

RECEIVED  
JAN 15 1982  
LABOR RELATIONS

ROY L. WILLIAMS  
CHAIRMAN

Mr. Gerald A. LeClaire,  
Vice-President Labor Personnel  
Pennsylvania Truck Lines, Inc.  
49th & Parkside  
Philadelphia, Pennsylvania 19101

Enclosed herewith you will find copy of proposals submitted on January 5, 1982 to employers who requested separate negotiations. Since you did not attend such meeting, but requested separate negotiations, we shall arrange to have a Sub-Committee of the Teamsters National Freight Industry Negotiating Committee meet with you at a mutually satisfactory time and place. We will welcome and consider your suggestions in that regard.

However, we repeat that only the Teamsters National Freight Industry Negotiating Committee or a Sub-Committee thereof is authorized to represent the Local Union or Unions which are party to your current agreement even though the new agreement may not be the National Master Agreement. We shall expect that you will deal exclusively with the Teamsters National Freight Industry Negotiating Committee or its authorized Sub-Committee. Any agreement entered into with any other party will be null and void.

Very truly yours,

*Jack B. Yager*

Jack B. Yager  
Executive Assistant to the Chairman  
and Member of the Teamsters National  
Freight Industry Negotiating Committee

JBW:ps

LU No. 135

PLAINTIFF'S  
EXHIBIT  
12  
CH 82-1326  
FBI

"SHIP BY TRUCK"

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS • WAREHOUSEMEN & HELPERS

562a

OF AMERICA

LOUISIANA AVENUE, N.W. • WASHINGTON, D.C. 20001

OFFICE OF  
• ROY L. WILLIAMS •  
GENERAL PRESIDENT



January 27, 1982

RECEIVED  
FEB 4 1982  
LABOR RELATIONS

Mr. Gerald A. LeClaire, Vice President  
Labor, Personnel & Safety  
Pennsylvania Truck Lines, Inc.  
49th Street & Parkside Avenue  
Philadelphia, Pennsylvania 19131

Dear Mr. LeClaire:

The following committee has been selected for meeting with you  
for the purpose of discussing the renewal of the current freight  
agreement:

Charles Gagnon, Eastern Conference of Teamsters

Ronald Egan, Teamsters Local Union No. 470

Joseph Mangan, Teamsters Local Union No. 807

Loran Robbins, Teamsters Local Union No. 135

Loran Robbins has been designated as Chairman of the Union Committee.  
He will be in touch with you in the immediate future in order to  
arrange a meeting for negotiations.

Sincerely,

Walter J. Shea  
Executive Assistant  
to the General President

WJS/ba

cc: ECT  
CCT  
Charles Gagnon  
Ronald Egan  
Joseph Mangan



FREIGHT DIVISION  
8550 WEST DRYN MAWR AVENUE

TELEPHONE (312) 693-6200 CHICAGO, ILLINOIS 60631

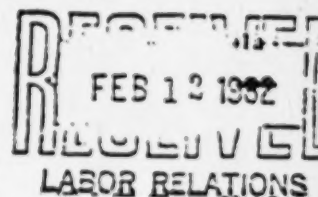
563a

AFFILIATED WITH U. M. W. AND N. B. A.

ROY L. WILLIAMS  
CHAIRMAN

February 9, 1982

Certified Mail # 304455



Pennsylvania Truck Lines, Inc.  
49th Street and Parkside Avenue  
Philadelphia, Pennsylvania 19101

Gentlemen:

Enclosed herewith you will find copy of proposals submitted on January 29, 1982 to employers who requested separate negotiations. Since you did not attend such meeting, but requested separate negotiations, we shall arrange to have a Sub-Committee of the Teamsters National Freight Industry Negotiating Committee meet with you at a mutually satisfactory time and place. We will welcome and consider your suggestions in that regard.

However, we repeat that only the Teamsters National Freight Industry Negotiating Committee or a Sub-Committee thereof is authorized to represent the Local Union or Unions which are party to your current agreement even though the new agreement may not be the National Master Agreement. We shall expect that you will deal exclusively with the Teamsters National Freight Industry Negotiating Committee or its authorized Sub-Committee. Any agreement entered into with any other party will be null and void.

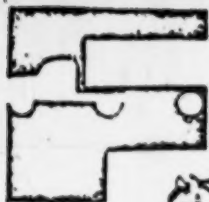
Very truly yours,

Jack B. Yager  
Executive Assistant to the Chairman  
and Member of the Teamsters National  
Freight Industry Negotiating Committee



JBY:met

"SHIP BY TRUCK"



564a

ROY L. WILLIAMS  
CHAIRMAN

## CENTRAL CONFERENCE OF TEAMSTERS

FREIGHT DIVISION

8550 WEST BRYN MAWR AVENUE

TELEPHONE (312) 693-6200 CHICAGO, ILLINOIS 60631

AFFILIATED WITH I. B. OF T., C. W. AND N. OF A.

458

February 10, 1982

Pennsylvania Truck Lines, Inc.  
49th Street & Parkside Avenue  
Philadelphia, Pennsylvania 19101

Gentlemen:

Reference is made to the various communications relative to your expressed desire to have an opportunity to individually negotiate amendments and changes to the National Master Freight Agreement and its various Supplements.

Since you operate in more than one Conference area, the National Master Freight Negotiating Committee has designated Representatives from those Conferences to act as Co-Chairmen of a duly authorized Sub-Committee. It is suggested that you contact them direct and make arrangements for a mutually satisfactory time and place. Mr. Loran Robbins has been designated as our Representative on such a Sub-Committee and can be contacted at 1233 Shelby Street, Indianapolis, Indiana 46203, Telephone (317) 639-3541.

Very truly yours,

Jack B. Yager  
Executive Assistant to the Chairman  
and Member of the Teamsters National  
Freight Industry Negotiating Committee



JBY:met

RECEIVED  
FEB 12 1982

PAYROLL DEPT.

SHIP BY TRUCK

4-006720S069002 03/10/82 ICS IPMMTZZ CSP PH48  
1 2156451451 MGM TDMT WYNNEWOOD PA 03-10 0925A EST

565a

GERALD A LECLAIRE VICE PRESIDENT LABOR  
PERSONNEL AND SAFETY  
PENNSYLVANIA TRUCK LINES INC  
308 EAST LANCASTER AVE  
WYNNEWOOD PA 19096

RECEIVED  
MAR 11 1982  
RECEIVED  
LABOR RELATIONS

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2156451451 MGM TDMT WYNNEWOOD PA 325 03-10 0925A EST  
ZIP

LORAN W ROBBINS, PRESIDENT  
I.B.T. LOCAL 135  
1233 SHELBY ST  
INDIANAPOLIS IN 46203

ON FEBRUARY 4 1982 I RECEIVED A LETTER FROM WALTER J SHEA, EXECUTIVE ASSISTANT TO THE GENERAL PRESIDENT, DATED JANUARY 27 1982 ADVISING A COMMITTEE COMPRISED OF YOURSELF AS CHAIRMAN PLUS MESSRS GAGNON, EGAN AND HANGAN HAD BEEN SELECTED TO MEET WITH PENNSYLVANIA TRUCK LINES FOR THE PURPOSE OF NEGOTIATING A NEW CONTRACT.

IN COMPLIANCE WITH THAT LETTER YOU AND I COMMUNICATED AND AGREED TO NEGOTIATION SESSIONS BEING SETUP ON TUESDAY FEBRUARY 23 1982 AND WEDNESDAY FEBRUARY 24 1982 AT YOUR OFFICES IN INDIANAPOLIS INDIANA.

AT THE BEGINNING OF THE FIRST SESSION ON TUESDAY FEBRUARY 23 1982, YOU ADVISED US THAT YOUR COMMITTEE WAS DULY AUTHORIZED WITH FULL POWER AND NECESSARY CREDENTIALS TO MEET ON BE-ALF OF ALL LOCAL UNIONS PRESENTLY HAVING NATIONAL MASTER FREIGHT AGREEMENT AND SUPPLEMENTAL CONTRACTS WITH PENNSYLVANIA TRUCK LINES. YOU, IN TURN, WERE ADVISED THAT OUR COMMITTEE HAD THE POWER TO SPEAK, MAKE COMMITMENTS AND NEGOTIATE TO A CONCLUSION FOR PENNSYLVANIA TRUCK LINES.

AS YOU KNOW, BOTH SIDES BARGAINED IN GOOD FAITH AND WE WERE ABLE TO REACH A TENTATIVE AGREEMENT WHICH WOULD BE RECOMMENDED BY ALL PARTIES. UNFORTUNATELY THE TENTATIVE AGREEMENT WAS RELEASED TO A GROUP OF OUR EMPLOYEES BY A MEMBER OF YOUR COMMITTEE PRIOR TO THE TIME IT SHOULD HAVE BEEN. THIS HAS RESULTED IN A SITUATION WHERE WE NOW FIND ONE, AND POSSIBLY MORE, LOCAL UNIONS TAKING THE POSITION YOUR COMMITTEE WAS NEITHER PROPERLY CONSTITUTED NOR DULY AUTHORIZED TO NEGOTIATE WITH PENNSYLVANIA TRUCK LINES. PENNSYLVANIA TRUCK LINES, BASED ON THE ABOVE AND THE EVENTS OF FEBRUARY 23-24 1982, DOES NOT AGREE AND FEEL THE POSITION OF THOSE LOCAL UNIONS IS ERRONEOUS. WE WOULD, THEREFORE, APPRECIATE YOUR IMMEDIATE ATTENTION TO THIS MOST URGENT MATTER AND ADVISE YOUR AND YOUR COMMITTEE'S POSITION PREFERABLY WITHIN 72 HOURS.

GERALD A LECLAIRE VICE PRESIDENT LABOR PERSONNEL AND S  
PENNSYLVANIA TRUCK LINES INC  
308 EAST LANCASTER AVE



WILLIAM T. ROBERTS  
Vice President  
JAMES R. NOLAN  
Secretary-Treasurer  
JOHN NEAL  
Recording Secretary  
Trustees . . .  
JAMES PORTER  
VIRGIL TUTTLE  
C. C. CHILDRESS

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS  
LOCAL UNION No. 135

566a

AFFILIATED WITH

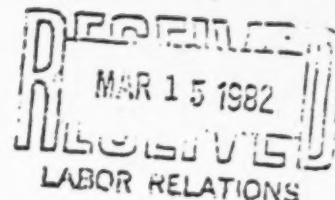
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF AMERICA



Telephone  
(317) 639-3541

1233 SHELBY STREET  
INDIANAPOLIS, INDIANA 46203

March 11, 1982



Mr. Gerald LeClaire  
Vice President Labor Personnel & Safety  
Pennsylvania Truck Lines, Inc.  
308 E. Lancaster Avenue  
Wynnewood, PA 19096

Dear Sir:

In reply to your Mailgram received today's date, our position is that we have a duly constituted Negotiating Committee sanctioned by the National Negotiating Committee to negotiate with Pennsylvania Truck Lines on behalf of all their employees system-wide. Any tentative agreements reached by our Sub-Committee is subject to approval of the National Committee, and if approved, will be presented to the employees system-wide for ratification as to those matters which deviate from the National Agreement. Any Local Union, a part of the National Master and Supplements, are bound by the actions of the Negotiating Committee. Any objections of any local questioning the authority of the National Negotiating Committee is to be directed to the General President who also is Chairman of the National Negotiating Committee.

Yours truly,

Loran W. Robbins, Chairman  
Central Conference Negotiating Committee

LWR:sb

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

cc: Dave Previant  
Jack Yager





# Eastern Conference of Teamsters

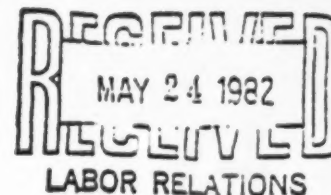
affiliated with the  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America



4641 Montgomery Avenue  
Bethesda, Maryland 208  
(301) 656-6006

Joseph Trerotola  
International Director

May 20, 1982



TO: Pennsylvania Truck Lines and  
Locals 25, 29, 118, 170, 182, 249, 294, 375, 404, 430, 470,  
557, 641, 676, 701, 776, 807 and 317.

567a

Re: Pennsylvania Truck Lines

Gentlemen:

The Rider and Contract Review Committee of the Teamsters National Freight Industry Negotiating Committee met in Washington, D. C., Thursday, May 6, 1982. Following a review of the proposed Rider, a motion was adopted to approve the proposal as submitted with the understanding that a meeting of all Local Unions would be held for the purpose of explaining the procedure for conducting a secret ballot vote of the affected membership.

Very truly yours,

Joseph W. Burkhard  
Freight Coordinator

JWB:pf

cc: Central Conference of Teamsters



## TITAN ELECTRONIC MAIL

DATE: 06/22/82

TIME: 12:34 EST

TO: LCL/TERM-ID 249

FROM: LCL/TERM-ID EASTERN CONFERENCE ECT

PORT

PAGE: 001

MSG NUMBER 988

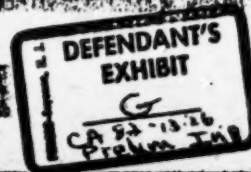
RE: PENNSYLVANIA TRUCK LINES

THIS IS OFFICIALLY ADVISE YOU THAT THE PENNSYLVANIA TRUCK LINES SYSTEM RAILHEAD RIDER HAS BEEN OVERWHELMINGLY TURNED DOWN BY THE MEMBERSHIP INVOLVED. THE TOTAL COUNT TO DATE, IS 252 TO 17. THE NEGOTIATING COMMITTEE HAS REQUESTED AND BEEN GRANTED PERMISSION TO RETURN TO THE BARGAINING TABLE WITH THIS COMPANY. ACCORDINGLY, WITHIN THE VERY NEAR FUTURE, WE WILL BE SCHEDULING A MEETING WITH ALL LOCAL UNIONS CONCERNED. YOU ARE INSTRUCTED THAT NO ACTION BE TAKEN AGAINST THE EMPLOYER AT THIS TIME. YOUR FULL SUPPORT AND COOPERATION IN THIS MATTER WILL BE GREATLY APPRECIATED.

LORAN ROBBINS, CHAIRMAN

CHARLES E. GAGNON, COORDINATOR

NATIONAL FREIGHT NEGOTIATING COMMITTEE



cc: W. J. Clemens

Best Copy Available

END OF DOCKET